RSF
RAJVIR SECURITIES AND FINANCE PVT. LTD.
CIN No. :U67120MP1994PTC008273R
RBI Reg. No. : B-03.00131
GST No. : 23AABCR3464P1Z3

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Rajvir Securities and Finance Private Limited
FAIR PRACTICE CODE

INTRODUCTION

Reserve Bank of India has issued the guidelines on Fair Practices Code for Non Banking Finance Companies BY Its notification The "Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 (Updated as on July 1, 2026)" which sets the fair practices standards when dealing with individual customers and to serve as a part of best corporate practice.

Rajvir Securities and Finance Private Limited (Company) commits itself to the highest standards of risk management, transparency, compliance and fair practices while meeting the business loan needs of the SME in a timely and effective manner. Company intends that the NBFC's business be conducted in accordance with the prevailing statutory and regulatory requirements with due focus on efficiency, customer-orientation and corporate governance principles.

The Reserve Bank of India (RBI) vide its circular dated September 28, 2006, issued guidelines on Fair Practices Code (FPC) for all NBFCs to be adopted by them while doing lending business. The guidelines inter alia, covered general principles on adequate disclosures on the terms and conditions of a loan and also adopting a non-coercive recovery method. The same was revised in view of the recent developments with sector including creation of New Category of NBFCs viz; NBFC-MFI and also the rapid growth in NBFCs lending against gold jewellery. Revised circular was issued on March 26, 2012 and further updated by The "Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 (Updated as on July 1, 2026)".

We propose to adopt all the best practices as laid down by the RBI from time to time and shall make appropriate modifications if any necessary to this Code to conform to the standards so prescribed. It is, and shall be, the policy of the NBFC to make available to all eligible qualified applicants, without discrimination on the basis of race, caste, colour, religion, sex, marital status, age or handicap all financial products, either directly or through subsidiaries and / or associates.

Our Company's policy is to treat all the clients consistently and fairly. The employees of the Company will offer assistance, encouragement and service in a fair, equitable and consistent manner. The Company will also communicate its Fair Practices Code (FPC) to its customers by uploading the FPC on its website.

We as a Company will ensure that the implementation of the FPC is the responsibility of the entire organisation. The Company's fair lending practices shall apply across all aspects of its operations including marketing, loan origination, processing, and servicing and collection activities. Its commitment to FPC will be demonstrated in terms of employee accountability, training, counseling, and monitoring, auditing programs and internal controls, and optimal use of technology.

We shall ensure that charges / fees are appropriately informed to the borrower. Terms and conditions pertaining to the facility will be conveyed to the prospective borrowers. We commit that disputes arising out of the lending decisions will be appropriately resolved by a grievance redressal mechanism set up by us.

The Company's Board of Directors and the management team are responsible for implementing the fair practices hereinafter detailed, and also to ensure that its operations reflect its strong commitment to all the

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stakeholders for offering in a fair and equitable manner, the various financial services and products including lending and that all employees are aware of this commitment. This Fair Practices Code applies to the following categories of products and services offered by the Company:-

a) Loans, guarantees and other products in the nature of financial assets.
b) Products offered through a network consisting of the branches of Company, its subsidiaries and associates.

The FPC is applicable to the above irrespective of whether the same is provided physically, over the phone, on the internet or by any other method whatsoever, existing or in the future.

KEY COMMITMENTS

The Company's key commitments to customers:

a) Act fairly and reasonably in all dealings with customers by ensuring that:

- ✓ The products and services the Company offers and the procedures and practices it follows, will meet the commitments and standards in this Code.
- ✓ The Company's products and services meet relevant laws and regulations, as applicable.
- ✓ The Company's dealings with customers will rest on ethical principles of integrity and transparency.
- ✓ Help customers understand how company's product work by:
- ✓ Providing information about them in simple Hindi and/or English and/or local language
- ✓ Explaining their financial implications and
- ✓ Deal quickly and sympathetically with any errors and omissions by:
- ✓ Correcting mistakes quickly
- ✓ Handling customer's complaints quickly
- ✓ Telling customers' how to take their complaint forward if they are still not satisfied
- ✓ Reversal of any charges / interest levied erroneously or through oversight on a customer's account.
- ✓ Publicize this Code, put it on Company's website, display at every office premises and have copies available for customer on request.

SALES ORIGINATION

The Company will guide its customers in choosing products and services which meet his/her requirements. When dealing with potential customers, the Company will:

Give the customer clear information explaining the key features of the services and/or products the customer has evinced an interest in and how they meet his requirements. Inform the customer about the documentary information the Company needs from him to fulfill its 'Know Your Customer' (KYC) norms, establish the customer's identity and any other documents required to comply with legal and regulatory requirements in force from time to time

Seek additional information from the customer regarding his family or any other data, with his consent, to build a database.

b) The Company will provide information on the various channels that can be used to access its products & services. The customer will also be informed on where further information, if any, is available.

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c) Once the customer has chosen a product, the Company will inform the customer how it works.

d) The Company will guide its customers on the rights and responsibilities specific to the mode of operation under which the product is taken.

e) In case, the Company is using Direct Sales Agents (DSAs), it will communicate the relevant portion of the FPC to be adhered to by the DSAs, when dealing with the potential / existing customers.

Guidelines on Fair Practices Code for NBFC's

Applications for loans and their processing

a) All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.

b) The Loan application forms of the Company will include necessary information which affects the interest of the borrower, so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and informed decision can be taken by the borrower.

c) The loan application form will indicate the documents required to be submitted with the application form.

d) The Company has a system of giving acknowledgement for receipt of all loan applications.

An indicative time frame within which loan applications will be disposed of will be indicated in the acknowledgement.

Loan appraisal and terms/conditions

(i) The Company will convey in writing to the borrower in the vernacular language or a language as understood by the borrower 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.

(ii) The Company will mention the penal interest charged for late repayment in bold in the loan agreement.

(iii) The Company will 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

(i) The Company will give notice to the borrower in the vernacular language or a language as understood by the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. NBFCs should also ensure that changes in interest rates and charges are effected only prospectively. A suitable condition in this regard should be incorporated in the loan agreement.

(ii) Decision to recall / accelerate payment or performance under the agreement will be in consonance with the loan agreement.

(iii) The company will release all securities on repayment of all dues or on realisation of the outstanding

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amount of loan subject to any legitimate right or lien for any other claim company may have against borrower. If such right of set off is to be exercised, the borrower will be given notice about the same with full particulars about the remaining claims and the conditions under which company is entitled to retain the securities till the relevant claim is settled / paid.

General

(i) The Company will refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement (unless new information, not earlier disclosed by the borrower, has come to the notice of the Company)

(ii) In case of receipt of request from the borrower for transfer of borrowable 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 laws, as applicable from time to time.

(iii) In the matter of recovery of loans, the Company will not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc. To avoid rude behavior from the staff of the Company with Customers. The Company shall ensure that the staffs are adequately trained to deal with the customers in an appropriate manner.

(iv) As a measure of customer protection and also in order to bring in uniformity with regard to prepayment of various loans by borrowers of Banks and NBFCs, We shall not charge foreclosure charges / pre-payment penalties on all floating rate term loans sanctioned to individual borrowers, with immediate effect.

Responsibility of Board of Directors

The Board of Directors of the Company shall lay down the appropriate grievance redressal mechanism within the organisation comprising Business Heads, Heads of Risk and Collections and Heads of Operations 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. There will be a periodical review of the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management. A consolidated report of such reviews will be submitted to the Board at regular intervals.

Grievance Redressal Officer

At the operational level, we will display the following information prominently, for the benefit of our customers, at all our branches and places where business is transacted:

- ✓ The name and contact details (Telephone / Mobile nos. as also email address) of the Grievance Redressal Officer who can be approached for resolution of complaints against the Company.
  If the complaint / dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of DNBS of RBI (complete contact details), under whose jurisdiction the registered office of the Company falls.

The public notice should serve the purpose of highlighting to the customers, the grievance redressal mechanism followed by the Company, together with details of the Grievance Redressal Officer and of the Regional Office of the RBI.

Language and mode of communicating Fair Practice Code

Fair Practices Code, preferably in the vernacular language or a language as understood by the borrower should

be put up on the web-site of the Company for the information of various stakeholders. Copies will be made available on request.

Regulation of excessive interest charged by NBFCs

1. The Board of Directors has adopted an interest rate model 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 letter.

2. The rates of interest and the approach for gradation of risks shall also be made available on the web- site of the companies or published in the relevant newspapers. The information published in the website or otherwise published should be updated whenever there is a change in the rates of interest.

3. 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.

Complaints about excessive interest charged

The Company has laid out appropriate internal principles and procedures in determining interest rates and processing and other charges. In this regard the guidelines indicated in the Fair Practices Code about transparency in respect of terms and conditions of the loans are to be kept in view.

Clarification regarding repossession of equipments' financed by the Company

Loan agreements have a built in re-possession clause with the borrower which is legally enforceable. To ensure transparency, the terms and conditions of the contract/loan agreement contains provisions regarding:

1. Notice period before taking possession;
2. Circumstances under which the notice period can be waived;
3. The procedure for taking possession of the security;
4. A provision regarding final chance to be given to the borrower for repayment of loan before the sale/ auction of the property;
5. The procedure for giving repossession to the borrower; and
6. The procedure for sale / auction of the property.

Loan agreement copy is made available to the borrower post disbursement of loans.

Confidentiality

(a) Unless authorized by the customer we will treat all personal information as private and confidential

(b) Unless authorized by the customer, we will not reveal transaction details to any other entity including other than the following exceptional cases:

- If we have to provide the information 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) to Banks / Financial Institutions / Our Group and Associate Companies.
- We will not use this reason for giving information about customers to anyone else for marketing purposes.

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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. All branches of the Company shall render all possible assistance to such persons for availing of the various business facilities. The Company shall include a suitable module containing the rights of persons with disabilities guaranteed to them by the law and international conventions, in all the training programmes conducted for their employees at all levels. Further, the Company shall ensure redressal of grievances of persons with disabilities under the Grievance Redressal Mechanism already set up by them.

Key Facts Statement for Loans & Advances

The following instructions shall be applicable in cases of all retail and MSME term loan products extended by The Company. Credit card receivables are exempted from the provisions given below:

(1) 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. The KFS shall be written in a language understood by such borrowers. Contents of KFS shall be explained to the borrower and an acknowledgement shall be obtained that they have understood the same.

(2) The KFS shall be provided with a unique proposal number and shall have a validity period of at least three working days for loans having tenor of seven days or more, and a validity period of one working day for loans having tenor of less than seven days.

(3) 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

Penal Charges in Loan Accounts

The Company shall adhere to following instructions for charging penal charges on loans. These instructions shall be applicable to all credit facilities offered by the NBFC but shall not apply to Credit Cards, External Commercial Borrowings, Trade Credits (rupee / foreign currency export credit) and Structured Obligations which are covered under product specific directions, as also other foreign currency loans.

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 capitalisation of penal charges, i.e., no further interest computed on such charges. However, this will not affect the normal procedures for compounding of interest in the loan account. Therefore, the NBFC may charge interest on unpaid interest (including on unpaid EMI) at the contracted rate of interest till the date of remediation, and not at the penal rate of interest.

Notes:

- The material terms and conditions shall be defined, as per the credit policy of the Company and they may vary from one category of loan to another, and also, from lender to lender based on their own assessment.
- Default in repayment by the borrower is also a type of non-compliance of material terms and conditions of loan repayment contract by the borrower and penalty, if charged, for such default shall only be levied in the form of penal charges and not penal interest. Such penal charges shall be reasonable and levied by the lenders only on the amount under default in a non-discriminatory manner as per their Board approved policy. Further, it shall be ensured that there is no capitalization of the penal charges i.e., no further interest computed on such charges.

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- Additional / fresh penal charges cannot be levied on the earlier outstanding amount of penal charges.
- The Company shall follow the instructions and clarifications, if any, issued by Central Board of Indirect Taxes & Customs (CBIC) with regard to applicability of GST on penal charges.
- The Company shall not introduce any additional component to the rate of interest and ensure compliance to these guidelines in both letter and spirit.
- The Company shall formulate a Board approved policy on penal charges or similar charges on loans, by whatever name called.
- 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.

Notes:

- The penal charges can be different within the same product category depending upon the amount of loan and the NBFC may adopt a suitable structure of penal charges subject to adherence to the above stipulations. The structure of penal charges within a particular loan / product category shall have to be uniform irrespective of the constitution of the borrower.
- Although no upper limit / cap for penal charges has been prescribed, the NBFC, while formulating its Board approved policy on penal charges, should keep in mind that the intent of levying penal charges is essentially to inculcate a sense of credit discipline and such charges are not meant to be used as a revenue enhancement tool.
- 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.
- The quantum and reason for penal charges shall be clearly disclosed by the Company to the customers upfront in the loan agreement and Most Important Terms & Conditions/ Key Fact Statement as applicable, in addition to being displayed on the Company's website under Interest rates and Service Charges. Further, providing a reference to the schedule of penal charges displayed on the website of the Company in the sanction letter and loan agreement shall not suffice.
- 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 thereof shall also be communicated.
- In the case of existing loans, the switchover to new penal charges regime shall be ensured on next review or renewal date.

Reset of Floating Interest Rate on Equated Monthly Instalments (EMI) based Personal Loans

The Company shall put in place an appropriate policy framework meeting the following requirements for implementation and compliance:

- At the time of sanction, The Company shall clearly communicate to the borrowers about the possible impact of change in benchmark interest rate on the loan leading to changes in EMI and/or tenor or both. Subsequently, any increase in the EMI/ tenor or both on account of the above shall be communicated to the borrower immediately through appropriate channels.
- At the time of reset of interest rates, The Company may, at its option, provide a choice to the borrowers to switch over to a fixed rate as per its Board approved policy. The policy, inter alia, may also specify the number of times a borrower will be allowed to switch during the tenor of the loan.

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- The borrowers shall also be given the choice to opt for (i) enhancement in EMI or elongation of tenor or for a combination of both options; and, (ii) to prepay, either in part or in full, at any point during the tenor of the loan. Levy of foreclosure charges/ pre-payment penalty shall be subject to extant instructions.

Note: Whenever there is a reset of interest rates for an entire class of borrowers in a particular loan category, say home loan, due to increase in the reference benchmark; the Company shall provide the following options to the borrowers:

- Either enhancement in EMI or elongation of number of EMIs, keeping the EMI unchanged or a combination of both options;
- Switch to fixed interest rate for the remaining portion of the loan, where such an option is provided by the bank; and
- To prepay, either in part or in full, at any point during the residual tenor of the loan.
- All applicable charges for switching of loans from floating to fixed rate and any other service charges/ administrative costs incidental to the exercise of the above options shall be transparently disclosed in the sanction letter and also at the time of revision of such charges/ costs by the Company from time to time. The applicable charges shall be as approved by the Board and shall be displayed on the Company's website.
- The Company shall ensure that the elongation of tenor in case of floating rate loan does not result in negative amortisation.
- The Company shall share / make accessible to the borrowers, through appropriate channels, a statement at the end of each quarter which shall at the minimum, enumerate the principal and interest recovered till date, EMI amount, number of EMIs left and annualized rate of interest / APR for the entire tenor of the loan. The Company shall ensure that the statements are simple and easily understood by the borrower.
- Apart from the equated monthly instalment loans, these instructions would also apply, *mutatis mutandis*, to all equated instalment-based loans of different periodicities, irrespective of whether they are linked to an external benchmark or an internal benchmark. The instructions in paragraph 31 above are not applicable to other types of loans. In case of loans linked to an external benchmark, the NBFC shall put in place adequate information systems to monitor transmission of changes in the benchmark rate to the lending rate.

Guidelines related to Recovery of Loans

- The Company shall put in place a mechanism for identification of the borrowers facing repayment related difficulties, engagement with such borrowers and providing them necessary guidance about the recourse available.
- Recovery shall be made at a designated/ central designated place decided mutually by the borrower and the Company. However, field staff shall be allowed to make recovery at the place of residence or work of the borrower if the borrower fails to appear at the designated / central designated place on two or more successive occasions.
- The Company or its agent shall not engage in any harsh methods towards recovery. Without limiting the general application of the foregoing, following practices shall be deemed as harsh:
- Use of threatening or abusive language
- Persistently calling the borrower and/ or calling the borrower before 9:00 a.m. and after 6:00 p.m.
- Harassing relatives, friends, or co-workers of the borrower
- Publishing the name of borrowers
- Use or threat of use of violence or other similar means to harm the borrower or borrower's family/ assets/ reputation
- Misleading the borrower about the extent of the debt or the consequences of non-repayment
- The Company shall have a dedicated mechanism for redressal of recovery related grievances. The details of this mechanism shall be provided to the borrower at the time of loan disbursal.

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Engagement of Recovery Agents

Currently the company do not have the policy to hire the recovery agents. In future if recovery agents will be hired following guidelines shall be follows.

- Recovery agents shall mean agencies engaged by the company for recovery of dues from its borrowers and the employees of these agencies.
- The Company shall have a due diligence process in place for engagement of recovery agents, which shall, inter alia, cover individuals involved in the recovery process. The company shall ensure that the recovery agents engaged by them carry out verification of the antecedents of its employees, which shall include police verification. The company shall also decide the periodicity at which re-verification of antecedents shall be resorted to.
- To ensure due notice and appropriate authorisation, The company shall provide the details of recovery agents to the borrower while initiating the process of recovery. The agent shall also carry a copy of the notice and the authorisation letter from The company along with the identity card issued to him/her by The company or the agency. Further, where the recovery agency is changed by The company during the recovery process, in addition to The company notifying the borrower of the change, the new agent shall carry the notice and the authorisation letter along with his/her identity card.
- The notice and the authorisation letter shall, among other details, also include the contact details of the recovery agency and the NBFC.
- The up-to-date details of the recovery agencies engaged by the NBFC shall also be hosted on the NBFC's website.

Feedback and Suggestions

We request our customers to provide feedback on our service to help us to improve our services.

Miscellaneous

Currently the Company does not envisage lending against collateral of gold jewellery or commercial vehicle finance. In the event of addition of these product lines, the FPC policy will be updated suitably, in line with the guidelines laid down by the RBI.

For RAJVIR SECURITIES AND FINANCE PRIVATE LIMITED

RAJVIR SECURITIES AND FINANCE PVT. LTD. INDORE

ABHITAP KUMAR JAIN
DIRECTOR
DIN : 00008102

Date: 18.09.2026

Place: INDORE