



Namra Finance Limited

**Policy Guidelines on
Fair Practice Code
(FPC)**



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1. INTRODUCTION

Namra Finance Limited (the “Company”) is a listed Non-Deposit Taking Non-Banking Financial Company (NBFC) and falls under the Middle Layer category pursuant to the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023. The Company is engaged in the business of providing various loan products and financial services.

The Fair Practice Code (hereinafter referred to as “the Code”) has been formulated in alignment with the guidelines prescribed under the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, issued by the Reserve Bank of India on October 19, 2023 (RBI/DoR/2023-24/106 DoR.FIN.REC.No.45/03.10.119/2023-24), as amended from time to time.

The Code sets out the broad principles and standards of conduct governing the Company’s relationship with its customers. It seeks to promote fair and transparent business practices, ensure equitable treatment of customers, maintain compliance with applicable regulatory requirements, and provide an effective framework for redressal of customer grievances.

The provisions of this Code shall apply to all products and services offered by the Company and shall cover all customer-related activities, including customer acquisition, loan appraisal and processing, servicing of loans, and recovery and collection functions.

2. OBJECTIVES OF THE CODE

The following are the primary objectives of this Code:

- a) To make all our financial products available to all eligible qualified applicants, without discrimination on the basis of race, caste, colour, religion, sex, marital status, age, sexual orientation or handicap.
- b) To develop and implement a Fair Practices Code (FPC) that defines clear procedures and standards, ensuring full compliance with directives issued by the Reserve Bank of India (RBI) and other applicable regulatory authorities, and aligning the Company’s operations with prescribed regulatory requirements.
- c) To Promote fair and transparent practices by setting minimum standards in dealings with borrowers.



- d) To Foster a fair and cordial relationship between the borrowers and the Company. The Company will also communicate its FPC to its customers by making it available to everybody on its website and displaying on all the branches of Company.
- e) To put in place an effective and structured customer grievance redressal system that ensures timely resolution of complaints and strengthens customer confidence and satisfaction.
- f) To strengthen mechanisms for redressal of customer grievances
- g) To ensure that recovery and collection activities are carried out in a professional, dignified, and non-intimidating manner, without resorting to harassment, coercion, or unfair practices.
- h) To periodically review and revise the Fair Practices Code to incorporate regulatory changes, industry best practices, and emerging risks or challenges within the financial sector.

3. KEY COMMITMENTS

a) The key commitment which the Company follow in its dealings with its customers are

A copy of the Fair Practices Code (FPC) shall be made available upon request and shall be provided in English and/or the local language prevailing in the State(s) where the Company operates. The FPC shall also be displayed on the Company's website.

The Company's Board of Directors and the management team are responsible for implementing the fair practices hereinafter detailed and ensuring that its practices reflect its strong commitment to all the stakeholders for offering in a fair and equitable manner, the various financial services and products and that all employees are aware of this commitment.

The Company will make every attempt to ensure that its customers have a trouble-free experience in dealing with it; but in the case of errors of commission and omission, the Company will deal with the same quickly and sympathetically.

b) Applications for loans and their processing

The Company is in the business of Micro Finance and Individual Business Loan. Application forms for each of the products offered by the Company would be different depending on the requirement for information for each product.

All communications to the borrower shall be in English and/or in the language as understood by the borrowers. The loan applications and other documents provided to borrowers will be in vernacular language of the State they belong to or in English or a language understood by



the borrowers.

At the time of any application for loan product, the Company will provide all relevant information about the interest rates applicable, as also the fees/charges, if any, payable for processing, pre-payment options & charges, if any, and any other matter which affect the interests of the borrower during CGT/GRT. Key fact statement will be additionally provided to each borrower in the JLG group and suitable consent will be obtained.

All relevant information pertaining to the loan which affects the interest of the borrowers with regard to the financial facility that is being applied for will be made available in the relevant loan application form(s) or through Loan Card / Fact Sheet / sanction letters. The loan application form will also indicate the details of the various documents required will be submitted together with the duly completed application form.

The Board of the Company shall lay out appropriate internal principles and procedures in determining interest rates and processing and other charges for loans taking into account relevant factors such as cost of funds, margin, Operating Cost and risk premium. 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 to customer during center meeting and mentioned the loan card.

The rate of interest would be annualized rate so that the borrowers are aware of the exact rates that would be charged to the account and on reducing balance on principal / interest serviced post servicing EMI. The loan card carries the monthly EMI collected towards principal +int for entire loan period.

The Non-credit products, if any offered by the Company, shall be provided only with the borrower's consent, and the benefits, costs and fee structure (if any) for such products shall be clearly communicated to the borrower.

The Company shall give an acknowledgement for receipt of all loan applications digitally.

The Company shall verify the loan applications within a reasonable period of time and if additional details / documents are required, it shall inform the borrowers accordingly.

c) Loan appraisal and terms/conditions

Normally, all particulars required for processing the Loan Application shall be collected by the Company at the time of application. In case the Company needs any additional information, the borrower shall be informed appropriately.



The Company shall ensure that there is proper assessment of credit applications made by the borrowers during Center Meetings. The assessment would be in line with the Company's internal credit policies, norms and procedures.

The Company will convey to the borrower by means of sanction letter or otherwise in English and/or in the language as understood by the borrower, the amount of loan sanctioned along with the terms and conditions including annualized rate of interest, and method of application thereof including EMI structure, if any, prepayment charges and keep the acceptance of these terms and conditions by the borrower in Company's record. The Company will furnish a copy of the loan agreement in English and/or in the language as understood by the borrower along with a copy each of all enclosures quoted in the loan agreement at the time of sanction/disbursement of the loan.

The rate of interest applicable to customers is dependent on factors such as cost of funds, loan amount margin and risk premium plus a spread which is determined on the risk profile of the case which vary on account of a number of factors such as borrowers background, industry risk profile, financial strength of the co-borrower, loan repayment capability, credit history etc. The penal interest, if any, to be charged by the Company for late repayment, etc. shall be mentioned in bold in the loan agreement, sanction letter, etc. A written acceptance of such terms and conditions shall be retained by the Company. The e-signed copy of loan documents carry 1) Loan application carrying - KYC documents required, Assessment criteria and pricing/fees details 2) Sanction Letter 3) Loan agreement.

d) Disbursement of loans including changes in terms and conditions

- i. The Company will give notice to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc. The Company will also ensure that changes in interest rates and charges are effected only prospectively.
- ii. The Company will furnish a copy of the loan agreement, either electronically or physical paper copy, to all the borrowers upon disbursement of the loan.
- iii. The decision of the Company to recall / accelerate payment or Foreclosure under the agreement shall be in consonance with the loan documents executed by the borrower with the Company.
- iv. In the event of full and final payment or foreclosure of the loans, "No outstanding dues" certificate shall be issued by the Company within 1 month from the date of receipt of request from the borrower / customer



e) Applicant with Disability (ies)

The Company shall not discriminate in extending products and facilities including loan facilities to the physically / visually challenged applicants on the grounds of disability. They shall be treated at par with the other applicants and their application shall be dealt on merit as per the credit process and policy of the Company. All possible assistance will be provided to the applicants with the disability (ies) to enable them to understand, select and avail appropriate product or loan facility.

f) General Guidelines:

- i. The Company will publish salient features of all loan products in its website
- ii. 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 / been noticed by the Company).
- iii. In the matter of recovery of loans, the Company will resort only to remedies which are legally and legitimately available to it and will not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc. The Company will make all efforts so that its staff is adequately trained to deal with customers in an appropriate manner.
- iv. As a measure of customer protection and in order to bring in uniformity with regard to prepayment of various loans by borrowers of banks and NBFCs, the Company shall not charge foreclosure charges/ pre-payment penalties.
- v. The Company shall not discriminate on grounds of sex, caste and religion including physically/visually challenged applicants on grounds of disability in the matter of lending. However, this does not preclude the company from participating in credit – linked schemes framed for weaker sections of the society.
- vi. The company also will adhere to SRO guidelines on FPC issued by MFIN etc.

g) Responsibility of Board of Directors towards an effective Grievance Redressal Mechanism

The Board of Directors of the Company will also lay down an appropriate grievance redressal mechanism within the organization.

Such a mechanism shall ensure that all disputes arising out of the decisions of its functionaries are heard and disposed of at least at the next higher level



4. REVIEW

This policy reviewed and evaluated by the Board at least once a year and modified, as and when subject to revision and amendment in accordance with the applicable laws as may be issued by relevant authorities, from time to time. the outcomes of such reviews shall be documented and presented to the Board on a periodic basis.

The Company shall also periodically evaluate adherence to the Fair Practices Code and assess the efficiency of the customer grievance redressal system at different operational and managerial levels.

5. GRIEVANCES REDRESSAL MECHANISM

If the customers have any grievances, they can make a complaint in writing to the concerned Branch Manager, quoting the account number and gist of the complaint. In case the grievance is not resolved within 15 days, a copy of the complaint with acknowledgment may be forwarded to:

Ms. Dipali Solanki,

The Grievance Officer, Namra Finance Limited,

Registered Office – 502-503, Sakar – III,
Opp. Old High Court, Off Ashram Road,
Ahmedabad -380014

or by e-mail to crm@armanindia.com

or call on Toll Free no. 1800 10 27626; 079-69162602, 079-40507000.

On receipt of grievance/compliance, the Grievance Officer will ensure to resolve the query within 2 weeks.

In the event of non-resolution of the complaint within the stipulated time frame, the complainants can write to the **Principle Nodal Officer of the Company** at the address of the Registered Office to:

Mr. Kamlesh Garg,

The Principal Nodal Officer, Namra Finance Limited,

Registered Office – 502-503, Sakar – III,
Opp. Old High Court, Off Ashram Road,
Ahmedabad -380014

or call on Toll Free no. 1800 10 27626; 079-69162602, 079-40507000.

Website URL : <https://namrafinance.com>

If the complaint / dispute is not redressed within a period of one month, the customer may approach to:

Reserve Bank of India,

3rd Floor, Ram Bagh Circle

Tonk Road,

Jaipur - 302004, Rajasthan,

Tel: 0141-2573201,

Email: dosjaipur@rbi.org.in

Reviewed & Updated by Board on February 03, 2026