

FAIR PRACTICES CODE

*(Non-Deposit Taking NBFC – Investment and Credit Company, classified
under the Middle Layer, RBI Scale Based Regulatory Framework)*

Financial Year 2026-27

Policy Adopted by Board of Directors on: 20th May 2024 (V1)

Reviewed and Revised by Board of Directors on: 08th April 2026 (V2)

Reviewed and Revised by Board of Directors on: 15th September 2026 (V3)

Preamble

This Fair Practices Code ("Code") sets out the principles of fair, transparent and non-discriminatory dealing that Manjushree Fincap Private Limited ("MFPL" or the "Company") shall observe in its lending activity, in accordance with the Reserve Bank of India's ("RBI") guidelines on Fair Practices Code for Non-Banking Financial Companies, as set out in Section 1 (Regulatory Framework) below.

1. Regulatory Framework

- the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 (RBI/DOR/2025-26/362, DOR.MCS.REC.No.281/01-01-039/2025-26, dated 28th November 2025) ("RBC Directions"), which, with effect from 28th November 2025, contains the Fair Practices Code for NBFCs as Chapter III ("Responsible Lending Conduct"), Section A (paragraphs 9–28), read with the Board-approved-policy and periodic review requirements at Chapter II ("Institutional Framework"), Section A (paragraphs 7–8);
- the RBC Directions supersede, with effect from 28th November 2025, the erstwhile standalone RBI circulars on the Fair Practices Code for NBFCs and the Fair Practices Code chapter of the Reserve Bank of India Master Direction – Non-Banking Financial Company (Scale Based Regulation) Directions, 2023 referred to above. This Code is further aligned with: the Key Facts Statement / Most Important Terms and Conditions (MITC) requirements at Chapter III, Section B (paragraph 29) of the RBC Directions; the Penal Charges in Loan Accounts requirements at Chapter III, Section C (paragraph 30); the reset-of-floating-interest-rate and pre-payment charge requirements at Chapter III, Sections D–E (paragraphs 31–34); the release of movable/immovable property documents requirements at Chapter III, Section F (paragraphs 35–41); the conduct requirements for Direct Sales Agents/Direct Marketing Agents/Recovery Agents at Chapter III, Section I (paragraphs 98–101); and the rounding-off-of-transactions requirement at Chapter IV, Section B (paragraph 103).
- the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Second Amendment Directions, 2026 (RBI/2026-27/123, DOR.MCS.REC.No.102/01-01-039/2026-27, dated 15th June 2026) revised the recovery-agent conduct requirements referred to above (now titled "Responsibilities of Recovery Agents of the NBFC") and, with effect from 1st January 2027,

introduced a new Chapter IIIA of the RBC Directions on advertising, marketing and sale of financial products/services (including conduct of Direct Selling Agents/Direct Marketing Agents, consent and mis-selling safeguards); the Company shall adopt a dedicated Board-approved Advertising, Marketing and Sale of Financial Products Policy to give effect to Chapter IIIA before that effective date, and this Code shall be read together with that policy.

- the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Third Amendment Directions, 2026 (RBI/2026-27/230, DOR.MCS.REC.No.199/01-01-039/2026-27, dated 6th August 2026), effective 1st January 2027, replace the recovery-agent provisions of the RBC Directions referred to above (including the “Responsibilities of Recovery Agents of the NBFC” section) with a new Section J on the conduct of NBFCs in recovery of loan dues and engagement of recovery agencies. The Company does not engage any recovery agency or recovery agent, and collects its dues through its own employees. Accordingly, the provisions of that Section that relate specifically to recovery agencies (paragraphs 100E, 100H to 100K, 100L to 100N, 100V and 100W and the references to recovery agents in paragraphs 100X to 100Z) apply to the Company only if it engages any recovery agency, which it shall not do without prior approval of the Board and prior compliance with those provisions and the Company’s Outsourcing Policy. The provisions applicable to the Company’s own employees, namely the recovery-conduct rules in paragraphs 100O to 100Q and 100X to 100Z, and the requirement in paragraphs 100D and 100F for a Board-approved policy on collection and recovery of dues, including a code of conduct for employees, a graded escalation of recovery actions, recovery in case of the borrower’s demise, handling of borrowers in financial distress and compensation to borrowers for loss caused by recovery actions inconsistent with those Directions, are given effect by Section 5A of this Code, which is the Company’s Board-approved policy on collection and recovery of loan dues;

2. Application for Loan and Their Processing

- all communications to the borrower shall be in the vernacular language or a language as understood by the borrower;
- the loan application form would contain 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 an informed decision can be taken by the borrower. The loan application form will indicate the documents required to be submitted with the application form;
- the Company will give acknowledgement for receipt of all loan applications. Preferably, the time frame within which loan applications will be disposed of will also be indicated in the acknowledgement.

3. Loan Appraisal and Terms/Conditions

- the Company would convey in writing to the borrower, by means of a sanction letter or otherwise, the amount of loan sanctioned along with the terms and conditions, including the annualised rate of interest and the method of application thereof, and would keep the borrower's acceptance of these terms and conditions on record;
- the Company would furnish a copy of the loan agreement, along with a copy of each of the enclosures quoted in the loan agreement, to all borrowers at the time of sanction/disbursement of the loan.
- the sanction letter and loan agreement shall be conveyed to the borrower in the vernacular language as understood by the borrower, and the penalties charged for late repayment shall be mentioned in bold in the loan agreement;
- for all retail and MSME term loan products (other than credit card receivables), the Company shall, in addition to the above, provide the borrower a Key Facts Statement (KFS) / Most Important Terms and Conditions (MITC), in the standardised format prescribed under the RBC Directions, before the loan contract is executed, so as to help the borrower take an informed view. The KFS shall be written in a language understood by the borrower, shall be explained to the borrower with an acknowledgement of understanding obtained, and shall set out, at a minimum, the Annual Percentage Rate (APR) computed on the net disbursed amount, all fees and charges (including those payable to third parties through the Company), the amortisation schedule, applicable contingent/penal charges, and the name, phone number and email id of the nodal grievance redressal officer. Each KFS shall carry a unique proposal number and remain valid for at least three working days (one working day where the loan tenor is less than seven days), during which the borrower may accept the terms indicated therein; no fee or charge that is not disclosed in the KFS shall be levied on the borrower at any stage without the borrower's explicit consent;

4. Disbursement of Loans, including Changes in Terms and Conditions

- the Company would give notice to the borrower of any change in the terms and conditions, including disbursement schedule, interest rates, service charges and prepayment charges. The Company would ensure that changes in interest rates and charges are effected only prospectively, and would incorporate a suitable condition in this regard in the loan agreement;
- the decision to recall or accelerate payment or performance under the agreement would be in consonance with the loan agreement;

- the Company will release all securities on repayment of all dues, or on realisation of the outstanding loan amount, subject to any legitimate right or lien for any other claim the Company may have against the borrower. If such right of set-off is to be exercised, the borrower shall be given notice of the same, with full particulars of the remaining claim and the conditions under which the Company is entitled to retain the securities, till the relevant claim is settled/paid.
- on and from 1st January 2026, the Company shall not levy pre-payment charges on any floating-rate loan sanctioned for purposes other than business to individual borrowers (with or without co-obligant(s)), nor on floating-rate business loans up to ₹50 lakh sanctioned to individuals and Micro and Small Enterprises, irrespective of the source of funds used for pre-payment and without any minimum lock-in period; in all other cases, pre-payment charges, if levied, shall be as per the Company's Board-approved policy, shall not be charged retrospectively where earlier waived, and the applicability (or otherwise) of such charges shall be clearly disclosed upfront in the sanction letter, loan agreement and KFS (where applicable);

in accordance with Chapter III (Responsible Lending Conduct) of the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 (RBI/DOR/2025-26/362, dated 28th November 2025), the Company shall charge interest on a Credit Facility only from the date of actual disbursement of funds to the borrower, and not from the date of sanction of the loan or execution of the loan agreement, and where disbursement is made by cheque, not from the date of the cheque where it is handed over to the borrower several days later; the Company shall compute Equated Monthly Instalments (EMIs) on the amount actually disbursed and not on the sanctioned loan amount, unless the borrower has been separately informed and has consented; any change to the amortisation schedule originally provided in the Key Facts Statement, arising from part-disbursement of a loan, shall be communicated to the borrower; interest for a period during which a loan is disbursed or repaid during a month shall be charged only for the period the loan was actually outstanding, and not for the entire month; and instalments collected in advance shall not be reckoned as part of the outstanding loan amount for the purpose of charging interest;

5. General

- the Company would refrain from interference in the affairs of the borrower except where the Company has made an investment in the borrower (in which case the Company may monitor the use and performance of that investment) or for the purposes provided in the terms and conditions of the loan agreement (unless new information not previously disclosed by the borrower has come to the notice of the Company);

- 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, would be conveyed within 21 days from the date of receipt of the request. Any such transfer shall be as per transparent contractual terms, in consonance with law;
- the Company will not resort to undue harassment, such as persistently bothering the borrower at odd hours or the use of muscle power, for the recovery of loans; without limiting the foregoing, the Company and any recovery agent, direct sales agent or direct marketing agent engaged by it shall not call the borrower before 8:00 a.m. or after 7:00 p.m., use threatening or abusive language, harass the borrower's relatives/friends/co-workers, or otherwise intimidate or humiliate the borrower, whether verbally, physically or over mobile/social media; the Company shall ensure that its staff and such agents are adequately trained (including on applicable disability-rights and non-discrimination requirements) to deal with customers with care, sensitivity and courtesy; and every recovery agent so engaged shall furnish an undertaking to abide by this Code and the Company's own code for collection of dues and repossession of security, and shall be subject to the due-diligence and antecedent-verification requirements of the Company's Outsourcing Policy.

5A. Collection and Recovery of Loan Dues

This Section 5A is the Board-approved policy on collection and recovery of loan dues required by paragraphs 100D to 100G of Section J (Conduct of NBFCs in Recovery of Loan Dues and Engagement of Recovery Agencies) of the RBC Directions, as inserted by the Third Amendment Directions, 2026 referred to in Section 1 above (the "Recovery Directions"). Paragraph references in this Section are to the Recovery Directions. It is read with the Credit/Lending Policy, the Related Party Transaction Policy and the Code of Conduct and Ethics.

Scope and Present Position

This Section 5A applies to recovery of loan dues from borrowers in default, including taking possession of security, and, where stated, to collection of dues in the normal course (paragraph 100A). It is without prejudice to the Company's statutory rights and to specific recovery actions such as one-time settlement under other Directions and the Credit/Lending Policy (paragraph 100B).

The Company collects its dues through its own employees deployed for that purpose (paragraph 100C) and does not engage any recovery agency or recovery agent. The Company shall not engage any recovery agency or recovery agent, or deploy any technology-based mechanism that restricts or disables the functionalities of a borrower's mobile device, except after prior approval of the Board and after this Section 5A has been amended to give effect to paragraphs 100E, 100G to 100N, 100S to 100W and the recovery-agent provisions of paragraphs 100X to 100Z.

Trigger and Graded Recovery Actions (Escalation Matrix)

- Trigger: the recovery process starts when an instalment or dues remain unpaid on the due date, and is escalated as dues remain overdue.
- Graded actions: (1) reminder by the relationship team; (2) written or electronic notice; (3) meeting with the borrower/guarantor by an authorised employee; (4) referral to the Group Chief Financial Officer and the Chief Compliance Officer for a resolution proposal (restructuring, settlement, additional security) within the Credit/Lending Policy; (5) reporting to the Audit Committee and Board, including for any Group Company or other related-party borrower; and (6) enforcement of security or other legal remedies, after due notice, with Board approval.
- Related-party borrowers are treated on the same footing as other borrowers; recovery decisions, settlements and waivers for a related party are subject to the Related Party Transaction Policy and the recusal of interested Directors/KMP.

Structured Handling of Borrowers in Financial Distress

Before escalating beyond stage (2), the Company shall engage with a borrower in financial distress, document the engagement and the borrower's explanation, and guide the borrower on available resolution options under the Credit/Lending Policy, including rescheduling, restructuring under the RBI's Resolution of Stressed Assets Directions, and settlement (paragraph 100D).

Recovery on the Demise of a Borrower

On the demise of a borrower, the Company shall deal only with the legal heirs/representatives, with sensitivity, shall not press the heirs personally beyond their legal liability or the estate, shall give reasonable time for the completion of legal formalities, and shall proceed against the estate and security in accordance with law and the loan agreement (paragraph 100D).

Conduct of Employees in Collection and Recovery

Every employee engaged in recovery shall (paragraphs 100X to 100Z):

- identify themselves by displaying the Company's identity card, and visit or contact a borrower/guarantor only if authorised by the Company;
- discuss dues only with the borrower/guarantor, and interact in a civil manner with decency and decorum;

- contact or visit the borrower/guarantor only between 08:00 and 19:00 hours, except on the borrower's express request or authorisation, and honour a request to avoid a particular time in normal circumstances;
- ordinarily contact the borrower/guarantor at the place of the borrower's/guarantor's choice, and at residence or business only if no choice is made or the borrower fails to appear on two or more successive occasions;
- avoid inappropriate occasions such as bereavement, medical emergencies, calamities or marriage functions;
- send written communication only with the Company's prior approval, stating the sender's name and contact details, and promptly give a proper acknowledgement/receipt on collection; and
- not use harsh methods, namely minatory or abusive language, posting of the borrower's/guarantor's recordings or personal details on social media, inappropriate messages, excessive calls/messages or calls outside the prescribed hours, and any other practice deemed harsh in paragraph 100Z.

Call Records, Customer Information and Incentives

- The Company shall document the time and number of calls made by its employees to the borrower/guarantor, record the content of the calls (after informing the borrower/guarantor that the conversation is being recorded) and of calls made by the borrower/guarantor to the number conveyed by the Company, and preserve the record for six months from the date of the call, or, in sub judice cases, till disposal (paragraph 100P).
- Disclosure of borrower/guarantor information to employees shall be limited to what is required for recovery duties, and misuse shall attract disciplinary action (paragraph 100O).
- Recovery targets and incentive structures shall not induce harsh recovery practices (paragraph 100Q).

Taking Possession of Security

Where the loan agreement contains a possession clause on which the Company relies, the Company shall ensure that the clause is legally valid and is brought to the borrower's notice at execution, and that the agreement provides for the notice period before possession, the circumstances in which it can be waived, the procedure for taking possession, a final chance to repay before sale or auction, the procedure for returning the security, and the procedure for sale or auction (paragraph 100R).

Compensation to Borrowers and Guarantors

Where a borrower or guarantor suffers loss because of a recovery action of the Company that is inconsistent with the Recovery Directions or this Section 5A, the Company shall compensate the

borrower/guarantor for the loss, as determined by the Chief Compliance Officer and approved by the Audit Committee, and may recover it from the employee responsible (paragraph 100F). Complaints shall be handled under the grievance-redressal mechanism of the Fair Practices Code and the grievance redressal officer appointed under it.

Governance, Training and Review

Chief Compliance Officer: monitors compliance with this Section 5A and reports at least quarterly to the Audit Committee on recovery actions, complaints and compensation. Group Chief Financial Officer: administers the recovery process. Audit Committee and Board: oversee recovery of related-party dues in particular. Employees engaged in recovery shall be trained on this Section 5A and the Code of Conduct and Ethics under the Staff Training Policy. This Section 5A shall be reviewed along with this Code under Section 8 and on any change in the Recovery Directions. In the event of inconsistency, the RBI Directions prevail.

6. Grievance Redressal Mechanism

- the Company has laid down an appropriate grievance redressal mechanism within the organisation to resolve disputes arising in this regard;
- the Company follows a three-level grievance redressal procedure: Level 1 (Registered Office) — a customer may lodge a complaint at the Company's registered office by written application, by email to investment@manjushreeventures.com, or by telephone on 1600108259; every complaint so received shall be acknowledged and recorded. Level 2 (Nodal Officer) — a complaint remaining unresolved at Level 1 within 7 days of receipt may be escalated to the Company's Nodal Officer, who is designated as the Company's Grievance Redressal Officer for the purposes of this Code, for examination and resolution. The Nodal Officer is Mr. Duli Chand Soni, email dcsoni@manjushreeventures.com, telephone +91-9448115318; the name, designation and contact details of the Nodal Officer shall be displayed prominently at the Company's registered office and other places of business, and on the Company's website, and kept current. Level 3 (Reserve Bank of India) — if a complaint is not resolved within 30 days from the date of lodging, or the complainant is not satisfied with the resolution provided, the complainant may approach the Reserve Bank of India through its Complaint Management System (CMS) under the Reserve Bank – Integrated Ombudsman Scheme, 2021. Complainants shall be requested to quote the complaint reference number in all further correspondence, and all disputes arising out of the decision of any functionary

of the Company shall in any event be heard and disposed of at least at the next higher level of management;

- Internal Audit shall periodically assess the Company's compliance with this Code, as part of its risk-based audit plan, and report material findings to the Audit Committee;
- the Board will periodically review the compliance of this Code and the functioning of the grievance redressal mechanism at various levels of management. For this purpose, the Company shall maintain a Grievance Redressal Register recording every complaint received (whether at a branch, over the Company's website/helpline, by post or otherwise), and a consolidated report summarising the number, nature, turnaround time and disposition of complaints so recorded, together with the functioning of the grievance redressal mechanism, shall be placed before the Board (or a Board Committee to which this function is delegated) at least once every quarter;
- this Code will be displayed at all offices/branches of the Company and on the Company's website, for the information of borrowers, in a language understood by the borrower, along with the grievance redressal procedure and the time frame fixed for responding to complaints; any enhancement(s) or change(s) in the scope of this Code will also be displayed on the said website and offices from time to time.
- the Company shall give the borrower a period of 30 days to prefer a complaint or grievance from the date of the act or omission giving rise to it, and shall endeavour to resolve every complaint, and communicate its response, within 30 days of receipt; where a complaint is rejected in whole or in part, or the Company fails to respond within 30 days, the complainant shall be informed, at the time of rejection or on expiry of that period, of the option to escalate the grievance to the RBI's Complaint Management System under the Reserve Bank – Integrated Ombudsman Scheme, 2021, as set out at Level 3 above; the responsibility for redressal of a customer's grievance shall rest with the Company at all times, including where the grievance relates to services rendered by an outsourced agency, direct sales agent, direct marketing agent or recovery agent engaged by the Company;

7. Regulation of Interest Charged

- the Company has adopted an interest rate model, set out in its Interest Rate Policy, taking into account the cost of funds, margin and risk premium, for determining the rate of interest to be charged on loans and advances;

- the rate of interest to be charged depends significantly on the gradation of risk of the borrower, having regard to the borrower's financial strength, business, the regulatory environment affecting the business, competition, and the borrower's past history, among other factors;
- the rate of interest and the approach for gradation of risk, and the rationale for charging different rates of interest to different categories of borrowers, will be disclosed to borrowers or customers in the application form and communicated explicitly in the sanction letter;
- the Company will charge an annualised rate of interest, so that the borrower is aware of the exact rate that will be charged to the account; the rate of interest and the approach for gradation of risk shall also be made available on the Company's website (or published in a relevant newspaper), and updated whenever there is a change in the rate of interest;
- penalty, if charged for non-compliance of a material term or condition of the loan contract by the borrower (including default in repayment), shall be levied only as a reasonable, non-discriminatory 'penal charge', in accordance with the Company's Board-approved policy on penal charges, and shall not be levied as 'penal interest' added to the rate of interest charged on the advance, nor shall any interest be computed on such penal charges (without prejudice to the Company's normal procedure of compounding interest on unpaid interest/EMI at the contracted rate); the quantum and reason for any penal charge shall be disclosed upfront to the borrower in the loan agreement and in the KFS/MITC (where applicable), in addition to being displayed on the Company's website, and shall also be communicated to the borrower whenever a reminder for non-compliance is sent or a penal charge is actually levied;
- all transactions of the Company, including charging of interest on advances, shall be rounded off to the nearest rupee, i.e., fractions of 50 paise and above shall be rounded off to the next higher rupee and fractions of less than 50 paise shall be ignored; the Company shall ensure that this rounding methodology is disclosed to the borrower and that cheques/drafts issued by borrowers containing fractions of a rupee are not rejected on that account.

8. Policy Review

This Code shall be reviewed annually, or earlier upon any change in the applicable RBI Directions.

This Policy was originally adopted by the Board on 20 May 2024, was reviewed by the Board on 8 April 2026, and has now been reviewed again by the Board on 15th September 2026. This Policy shall be reviewed annually, or earlier upon any change in the applicable RBI Directions governing liquidity/interest rate risk management.

9. Miscellaneous

This Policy shall be read harmoniously with the Company's other Board-approved policies, including the Company's Credit/Lending Policy, Interest Rate Policy and KYC/AML Policy. In the event of any inconsistency between this Policy and the Companies Act, 2013, the applicable RBI Directions, or any other law for the time being in force, the provisions of such law shall prevail, and this Policy shall be read and given effect to as amended to the minimum extent necessary to remove the inconsistency, pending formal Board ratification of the amendment.