



Archbridge
CAPITAL

FAIR PRACTICE CODE

ARCHBRIDGE CAPITAL PRIVATE LIMITED

Version Control

Policy Name	Fair Practice Code
Version No.	1
Effective Date	23 rd June, 2025
Approved by	Board of Directors
Department	Compliance Department
Policy Review Cycle	Annually or as and when required

Registered and Corporate Address:

Archbridge Capital Private Limited (CIN:
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1. INTRODUCTION

As per Chapter VII, of the RBI Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, dated October 19, 2023, as amended from time to time, the Non-Banking Financial Company's ("NBFC") having a customer interface shall adopt the guidelines of the Fair Practices Code. Archbridge Capital Private Limited ("the Company") is a NBFC registered with the Reserve Bank of India ("RBI") vide registration No. N.14.03647, is presently engaged in the business of providing various financial facilities including secured business loans to Micro, Small and Medium Enterprises and retail customers. In accordance with the applicable laws (hereinafter defined), the Company has framed and adopted this Fair Practices Code ("FPC" or "this Code"), which sets the fair practice standards while dealing with its customers and provides assurance to all the borrowers of the Company's commitment to be fair in its dealing and remain transparent in its business transactions.

2. OBJECTIVES

The Company has put in place the FPC with an endeavour to achieve synchronization of the best practices when the Company is dealing with its stakeholders. The primary objectives for adopting the FPC is as mentioned below:

- a) To promote good and fair practices by setting minimum standards in dealing with customers;
- b) To increase transparency so that the customer can have a better understanding of what they can reasonably expect of the services;
- c) To promote a fair and cordial relationship between customer and the Company;
- d) To ensure that the products and services meet relevant laws and applicable regulations in force in India;
- e) To foster confidence in financial services system.

The Company's Board of Directors and management are responsible for implementing fair lending practices and ensuring that fairness and commitment is integral to all operations, and where employees are not only informed of this value but also actively aligned with it in practice.

3. APPLICABILITY

- a) The FPC shall apply to all the products and services offered by the Company through all means including website, mobile applications or branches.
- b) The Code shall apply to all the employees, directors, agents, Lending Service Providers (LSPs), digital lending application providers, third party vendors, service providers and other persons authorised to represent the Company in its normal course of business.
- c) The Company's fair practices code shall apply across all aspects of its operations including marketing, loan origination, processing, servicing and collection activities.

4. REGULATORY CONTENT

This Code considers regulatory documents published by regulatory bodies (referred as 'Applicable Laws'), in particular:

- a) 'Fair Practice Code (Chapter VII)' under the Master Direction issued by Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended time to time and applicable to NBFC-Investment and Credit Company (ICC);

- b) Guidelines on Digital Lending issued by Reserve Bank of India vide circular DOR.CRE.REC.66/21.07.001/2022-23 dated September 02, 2022, as amended from time to time;
- c) Directions issued by RBI on Key Facts Statement (KFS) for Loans & Advances vide notification RBI/2024-25/18 DOR.STR.REC.13/13.03.00/2024-25 dated April 15, 2024;
- d) Notification issued by Reserve Bank of India on 'Fair Practices Code for Lenders – Charging of Interest' vide RBI/2024-25/30 DoS.CO.PPG.SEC.1/11.01.005/2024-25 dated April 29, 2024;
- e) Circular on Release of movable/immovable property documents on repayment/ settlement of personal loans vide DoR.MCS.REC.38/01.01.001/2023-24 dated September 13, 2023;
- f) Circular on Reset of floating interest rate on Equated Monthly Instalments (EMI) based personal loans vide DOR.MCS.REC.32/01.01.003/2023-24 dated August 18, 2023;
- g) The Reserve Bank – Integrated Ombudsman Scheme, 2021 dated November 12, 2021.

5. RELEVANT DOCUMENTS

This Code shall be read along with the following policies of the Company as amended from time to time:

- a) Interest Rate and Charges Policy
- b) Grievance Redressal Policy
- c) Privacy Policy
- d) Credit Policy
- e) KYC & AML Policy
- f) Outsourcing Risk Management Framework

6. NON-DISCRIMINATION POLICY

The Company will not discriminate between its customers on the basis of gender, physical ability, race or religion. The Company will also not discriminate visually impaired or physically challenged applicants on the ground of disability in extending products, services, facilities, etc. However, this does not preclude the Company from participating in credit-linked schemes framed for weaker sections of the society.

Training will be imparted to staff to assist physically/visually challenged applicants in availing business facilities.

7. APPLICATIONS FOR LOANS AND THEIR PROCESSING

- a) The Company provides various financial facilities including secured business loans to Micro, Small and Medium Enterprises and retail customers. The Company provide loans through its branches (hereinafter collectively referred as "Channels"). The Company shall ensure that such Channels shall disclose the name of the Company to the borrower as lender and such Channels' names are disclosed by the Company on its website.
- b) The Company shall ensure that loan documents are available to the customers in the English and / or Hindi language or else the same should be explained to the customer in their vernacular language and the consent for the same is to be part of the Loan Documents. Further, the Company shall provide loan terms and conditions in major vernacular languages on the website of the Company. At the loan application stage, the Company shall provide all necessary information that may affect the interests of the borrowers that a meaningful comparison with the terms and conditions offered by other NBFCs / Financial Institutions can be made, and an informed decision can be taken by the borrowers.
- c) The Company shall indicate on its website or in the loan application form, as the case may be, complete list of documents that are required to be submitted by the borrower for applying the loan from the Company. The

Company shall provide an acknowledgement for receipt of all loan applications through appropriate mode indicating the time frame within which the loan application will be disposed of. The applicant may also know the status of the loan application by calling at the customer care service of the Company. The Company shall verify the loan applications within a reasonable period of time and if additional details / documents are required, it would intimate the borrowers immediately. In case the loan application is not approved by the Company, the borrower would be intimated about such rejection.

8. LOAN APPRAISAL AND TERMS & CONDITIONS

- a) All loan applications shall be evaluated by the Company on the predefined eligibility criteria for the financial products on the basis of the information and documents provided by the applicant.
- b) If required, the Company may verify all or any information/document in a manner permissible by law. The Company shall obtain one-time consent of the applicant for verifying the information/ documents of the applicant.
- c) The Company shall convey in writing to the borrower in the English and / or Hindi language or any other vernacular language as understood by the borrower by means of Key Fact Statement (KFS), the amount of loan sanctioned along with the annualised rate of interest, tenure, cooling off period, applicable fees, recovery mechanism and the grievance redressal mechanism. The Company shall also mention in bold the penalties charged for late repayment in the KFS. The KFS shall also include a computation sheet of annual percentage rate (APR), and the amortisation schedule of the loan over the loan tenor. The acceptance of these terms and conditions by the borrower shall be kept in records.
- d) The KFS shall be provided with a unique proposal number and shall have a validity period of at least three (3) working days for loans with a tenor of seven days or more, and one (1) working day for loans with a tenor of less than seven days. The Company shall be bound by the terms of the loan indicated in the KFS, if agreed to by the borrower during the validity period.
- e) The Company shall provide a Cooling-Off Period to the customers wherein the customers may exit the loan if he/ she is not satisfied with the terms and conditions of the loan without incurring any penalty. Where the loan is closed during the cooling off period, the Company shall charge processing fee and proportionate interest from the customers. The cooling-off period for term loan products shall be three (3) calendar days commencing from the date of disbursement of the loan.
- f) Any fees, charges, etc., which are not mentioned in the KFS, cannot be charged by the Company to the borrower at any stage during the term of the loan, without explicit consent of the borrower. After the execution of the loan documents, all customers will be furnished a copy of all the loan documents either in physical form or through SMS or e-mail or via mobile application. The Company shall ensure that signed documents (on the letterhead of the Company) viz., KFS, Sanction Letter, and a link to the Privacy Policy shall be provided to the customers.

9. POLICY FOR DETERMINING INTEREST RATE AND CHARGES INCLUDING PENAL CHARGES IN LOAN ACCOUNTS

- a) The Board of Directors shall ensure that appropriate internal principles and procedures are laid down for determining interest rates, processing fees, penal charges and other charges keeping in view the Fair Practices Code about transparency in respect of terms and conditions of the loans. The rate of interest will be an annualized rate so that the borrower is aware of the exact rates that would be charged to the account.
- b) The Company has a Board-approved policy for interest rates, fees, and charges, considering relevant factors such as cost of funds, margin, and risk premium.
- c) In line with RBI guidelines, the Company shall adhere to the following for levying penal charges:
 - i. Penalty, if charged for non-compliance of material terms, 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.

- ii. There shall be no capitalization of penal charges; i.e., no further interest shall be computed on such charges.
- iii. The quantum of penal charges shall be reasonable and commensurate with the non-compliance and non-discriminatory within a particular loan category.
- iv. The quantum and reason for penal charges shall be clearly disclosed in the loan agreement and KFS.

10. DISBURSAL OF LOANS INCLUDING CHANGES IN TERMS & CONDITIONS

- a) The disbursement of loan will be done only after the loan is approved and terms & condition of the loan is accepted by the borrower. The Company shall disburse the loan amount directly into borrower's bank account. The Company shall ensure that the flow of funds between the bank accounts of the borrower and the Company shall not be controlled either directly or indirectly by a third-party, including the LSP.
- b) The Company shall ensure that all loan repayments is executed by the customer directly in the Company's bank account without any pass-through account/ pool account of any third party, including the accounts of LSP.
- c) The Company shall give notice to the borrower of any change in the terms and conditions which are impacting the borrower including disbursement schedule, interest rates, service charges, prepayment charges, fees etc. Changes in Interest rates and charges shall be affected only prospectively and a suitable condition in this regard shall be incorporated in the loan terms and conditions.
- d) Decision to recall/accelerate payment or performance under the agreement shall be in consonance with the loan terms and conditions.

11. RESET OF FLOATING INTEREST RATE ON EQUATED MONTHLY INSTALMENTS (EMI) BASED LOANS

In the event the Company offers EMI-based floating rate loans, it shall put in place an appropriate policy framework meeting the following requirements:

- a) At the time of sanction, the Company shall clearly communicate to the borrowers the possible impact of a change in the benchmark interest rate on the loan, leading to changes in EMI and/or tenor or both.
- b) Any subsequent increase in the EMI/tenor or both on account of a change in the benchmark interest rate shall be communicated to the borrower immediately through appropriate channels.
- c) At the time of reset of interest rates, borrowers shall be provided the option to switch over to a fixed rate as per the Company's Board-approved policy.
- d) Borrowers shall also be given the choice to opt for: (a) enhancement in EMI or elongation of tenor or a combination of both; and (b) to prepay the loan, either in part or in full, at any point during the tenor.
- e) The Company shall not charge foreclosure charges/pre-payment penalties on any floating rate term loan sanctioned to individual borrowers for purposes other than business.
- f) The Company shall ensure that the elongation of tenor in the case of a floating rate loan does not result in negative amortization.
- g) The Company shall share/make accessible to the borrowers, through appropriate channels, a statement at the end of each quarter which shall enumerate the principal and interest recovered till date, EMI amount, number of EMIs left, and annualized rate of interest for the entire tenor of the loan.

12. PRIVACY AND CONFIDENTIALITY

- a) The Company shall treat the personal information of borrowers as private and confidential.
- b) The Company has adopted the Privacy Policy that provides all the relevant disclosures to the customer including but not limited to, type of data/ information required by the customers, the purpose for which the data/ information of the customer shall be used or shared with third parties, the period for which such data/

information shall be retained by the Company and the rights available to the customers in accordance with the applicable laws. The Privacy Policy shall be reviewed and approved by the Board and available on the website of the Company for reference.

13. RECOVERY MECHANISM

- a) The staff of the Company as well as the representatives of external agencies engaged by the Company for recovery of loans shall be properly trained to communicate appropriately with the customers with due care and sensitivity, considering aspects such as soliciting customers, hours of calling, privacy of customer information and conveying the correct terms and conditions of the products etc.
- b) The Company's collection policy / process shall be built on courtesy, fair treatment and persuasion. The Company believes in fostering customer confidence and long-term relationship.
- c) All the staff members of the Company or third-party recovery agents shall follow the guidelines set out below in collection of dues:
 - i. Customer would be contacted ordinarily on his registered mobile number or at the place of his/ her choice and in the absence of any specified place, at the place of his/ her residence, subject to prior information by the Company or its representatives/ agents.
 - ii. Identity and authority to represent the Company shall be made known to the customer at the first instance.
 - iii. Customer's privacy shall be respected.
 - iv. Interaction with the customer shall be in a civil manner and the customer should not be called at odd hours i.e. before 8:00 a.m. and after 7:00 p.m.
 - v. Customer's request to avoid calls at a particular time or at a particular place shall be honoured, as far as possible.
 - vi. All assistance should be given to resolve disputes or differences regarding dues in a mutually acceptable and in an orderly manner.
 - vii. During visits to customer's place for dues collection, decency and decorum shall be maintained.
 - viii. The Company and their agents shall not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the customers' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.
 - ix. The Company shall ensure that prior intimation of the details of the recovery agent authorised to approach the borrower for recovery and any changes thereon is given to the borrower.
 - x. The Collections and Recovery Mechanism adopted by the Company shall be based on the legal and acceptable practices and be disclosed to the customer as part of the loan application.

14. RESPONSIBILITY OF BOARD OF DIRECTORS

The Board of Directors of the Company holds direct responsibility for the review, approval, and oversight of all loan products and the associated governance framework.

- a) Oversight and Grievance Mechanism:
 - i. The Board of Directors shall review all company loan products and their related charges.
 - ii. The Board has instituted a grievance redressal mechanism designed to ensure that all disputes are heard and resolved by at least the next higher level of management.
 - iii. A consolidated report detailing compliance with the Fair Practices Code and the performance of the grievance mechanism shall be submitted to the Board on a half-yearly basis for its review.

b) Product Approval and Compliance:

All loan products, as well as any modifications thereto (including but not limited to interest rates, fees, charges, and loan tenure), shall be subject to the prior review and approval of the Board of Directors.

The Board of Directors are directly responsible for ensuring that:

- i. Each product complies with all applicable regulatory guidelines, such as the RBI's Fair Practices Code, Digital Lending Guidelines, and Key Fact Statement (KFS) requirements.
- ii. Customer-centric design principles are implemented, with necessary risk mitigation and grievance redressal measures incorporated into every product.
- iii. The rationale for any new product or significant modification is formally documented and periodically reviewed.

15. RESPONSIBLE LENDING CONDUCT - RELEASE OF MOVABLE / IMMOVABLE PROPERTY DOCUMENTS ON REPAYMENT / SETTLEMENT OF PERSONAL LOANS

a) Release of movable/immovable property documents

- i. The Company shall release all the original movable / immovable property documents and remove charges registered with any registry within a period of 30 days after full repayment/settlement of the loan account.
- ii. The borrower shall be given the option of collecting the original movable/ immovable property documents either from the branch where the loan account was serviced or any other office of the Company where the documents are available, as per her/his preference.
- iii. The timeline and place of return of original movable/immovable property documents shall be mentioned in the loan sanction letters issued on or after the effective date.
- iv. In order to address the contingent event of demise of the sole borrower or joint borrowers, the Company shall have a well laid out procedure for return of original movable/immovable property documents to the legal heirs. Such procedure shall be displayed on the website of Company along with other similar policies and procedures for customer information.

b) Compensation for delay in release of movable/immovable property documents

- a) In case of delay in releasing of original movable/immovable property documents or failing to file charge satisfaction form with relevant registry beyond 30 days after full repayment/ settlement of loan, the Company shall communicate to the borrower reasons for such delay.
- b) In case of loss/damage to original movable/immovable property documents, either in part or in full, the Company shall assist the borrower in obtaining duplicate/certified copies of the movable/immovable property documents and shall bear the associated costs, in addition to paying compensation as indicated above. However, in such cases, an additional time of 30 days will be available to the Company to complete this procedure and the delayed period penalty will be calculated thereafter (i.e., after a total period of 60 days).

16. GRIEVANCES REDRESSAL MECHANISM

The Company has in place Board approved Grievance Redressal Mechanism within the organisation which shall also deal with the issue relating to services provided by the Company's DLAs, Lending Service Providers or

outsourced agency. The same is displayed on the website of the Company. The Company shall prominently display the following details at its places where business is transacted:

- a) Details of all of its lending products and its Channels
- b) Details of loan service provider along with the activities for which they have been engaged for,
- c) Privacy policy
- d) Basic details of Grievance Redressal Officer ("GRO") of the Company who can be approached by the public or customers for resolution of complaints.
- e) Contact details of the nodal grievance redressal officers of DLA as applicable

The grievance redressal process is structured as follows:

Our commitment is to resolve customer grievances in a timely and efficient manner. We will endeavour to provide a final response to any complaint within 30 days.

Initial Complaint

Customers can lodge a complaint through any of the following channels:

Email: customercare@archbridgecapital.in

Contact Number: +91-9811489448

Letter or In-Person: At our registered office: DCG-4, 1011-1018, DLF Corporate Greens, Sector 74A, Gurgaon, Haryana, 122004.

Escalation Matrix

If you are not satisfied with the initial resolution, you may escalate the issue through the following levels:

Level 1: Grievance Redressal Officer

Name: Geetaram Purohit

Email: geetaram.purohit@archbridgecapital.in

Level 2: Nodal Officer

Name: Sahil Goyal

Email: sahil.goyal@archbridgecapital.in

Level 3: Chief Compliance Officer

Name: Soumya Tewari

Email: cs@archbridgecapital.in

Reserve Bank of India - Integrated Ombudsman Scheme

If a complaint is not resolved within 30 days, or if you are not satisfied with the company's final resolution, you may file an appeal with the RBI Ombudsman.

Online Portal: <https://cms.rbi.org.in>

Email: crpc@rbi.org.in

17. GENERAL

- a) The Company shall not cause interference in the affairs of the borrowers 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).
- b) In case of receipt of request for transfer of Loan account, (either from the borrower or from a bank / financial institution) which proposes to take-over the 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 request.
- c) The Company would ensure that the staffs are adequately trained to deal with the customers in an appropriate manner.
- d) Currently, the Company only provides loans on fixed interest rates, thus, the regulatory mandate of not charging foreclosure charges / prepayment penalties on floating rate term loans does not apply. Levy of foreclosure charges / prepayment penalty shall be followed by Company subject to extant instructions.
- e) The Company only provides loans on fixed interest rates hence; provisions related to reset of floating interest rate on Equated Monthly Instalments (EMI) does not apply on the Company.
- f) The Company does not lend against collateral of Gold Jewellery hence provisions related to it will not apply on the Company.
- g) This code as approved by the Board has been documented in English language. For the information of customer and various stakeholders, the Company shall place this Code on Company's website in other regional languages.

18. REVIEW

This Code will supersede the earlier version of FPC followed by the Company. This Code shall be reviewed annually by the Board of Directors of the Company. Any change/amendment in applicable laws with regard to maintenance of an appropriate Fair Practices Code shall be deemed to be incorporated in this Policy by amendment and this Code shall be accordingly amended as and when required.

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