

ATMOS FINANCE PRIVATE LIMITED

CIN: U65999MH2017PTC295587 | RBI COR: N13.02297
Head Office: Mumbai | Branches: Thane, Ajmer, Jaipur

FAIR PRACTICES CODE

Master Direction – RBI (NBFC – Scale Based Regulation) Directions, 2023

Approval Date	Version	Approval Authority
26-May-2026	AFPL FY27-01	Board of Directors

A. Preamble

Atmos Finance Private Limited (hereinafter referred to as 'AFPL' / 'Lender' / 'NBFC') has framed and adopted this Fair Practices Code ('FPC') with the aim of providing all stakeholders — especially customers — an effective overview of the practices followed by the Company in respect of the financial facilities and services offered by it.

This Code has been prepared in accordance with the **Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023** (MD-SBR), as amended from time to time, and all other applicable guidelines and circulars issued by the Reserve Bank of India.

This Policy shall be effective from the date of Board approval and shall be subject to amendments in line with Regulations, Circulars, and Notifications issued by regulatory authorities. In case of any inconsistency with a subsequent regulatory amendment, such amendment shall prevail.

B. Objective

The objectives of this Code are:

- i. To promote good and fair practices in all dealings with customers.
- ii. To increase transparency so that customers can better understand what they may reasonably expect from the Company's products and services.
- iii. To ensure compliance with applicable laws and regulatory norms, including those relating to recovery of advances.
- iv. To strengthen mechanisms for timely and effective redressal of customer grievances.
- v. To ensure that customers are treated fairly and without discrimination at all times.

C. Key Commitments

AFPL commits to:

- vi. Act fairly and reasonably in all dealings with customers by:
 - Meeting the commitments and standards set out in this Code for the products, services, and procedures followed by the Company and its staff;
 - Ensuring that the Company's products and services meet all applicable laws and regulations in force in India;
 - Conducting all dealings with customers on the ethical principles of integrity and transparency.
- vii. Help customers understand how the Company's products work by clearly explaining their financial implications.

- viii. Deal quickly and sympathetically with things that go wrong by: (i) correcting mistakes promptly; (ii) handling customer grievances quickly; and (iii) informing customers how to take their complaint forward if they remain unsatisfied.
- ix. Publicise this Code by displaying it on the Company's website (www.procredit.co.in) and make copies available to customers on request.
- x. Ensure that this Code is reviewed at least annually by the Board and compliance therewith is placed as a standing Board agenda item

D. Information

- xi. The Company shall help customers choose products and services that meet their needs and provide clear information explaining the key features of those products and services.
- xii. The Company shall inform customers of the documentary information and KYC requirements needed to establish the customer's identity, in compliance with the Master Direction – KYC Direction, 2016 (MD-KYC).
- xiii. The Company shall provide information on interest rates, fees, and charges through:
 - The App / Web journey undertaken by the customer;
 - Telephone helplines;
 - Designated staff / help desk at the Company's offices;
 - Publication on the Company's website www.procredit.co.in.
- xiv. The Company shall ensure that all information provided to customers is accurate, clear, and not misleading.

E. Applications for Loans and Their Processing

The Company shall ensure that:

- xv. All communications to the borrower shall be made in English or any vernacular language as understood by the borrower.
- xvi. The loan application form shall include all relevant information affecting the interest of the borrower, enabling an informed decision.
- xvii. The loan application form shall clearly indicate all documents required to be submitted as part of the application process, in line with para 45.1.2 of MD-SBR
- xviii. The Company shall issue an acknowledgement for receipt of all loan applications indicating the timeframe within which the application shall be disposed of.
- xix. Applications complete in all respects shall be processed within a reasonable timeframe. In case the proposal is not approved, the borrower shall be informed accordingly.
- xx. The Company shall conduct KYC as per its Board-approved KYC Policy. If additional documents or details are required, the Company shall intimate the borrower immediately.

F. Loan Appraisal and Terms and Conditions

- xxi. All loan applications shall be assessed as per the Company's internal Credit Policy and appraisal process.
- xxii. Upon sanction, the Company shall convey to the borrower — by means of a sanction letter or Key Fact Statement (KFS) — all important terms and conditions, including:
 - Annualised rate of interest and Annual Percentage Rate (APR);
 - Method of application of interest (reducing balance / flat rate);
 - EMI amount and due date with a complete repayment schedule showing principal and interest components of each instalment;
 - All applicable charges including processing fee, NACH dishonour charges, late payment charges, and prepayment charges;
 - Examples of SMA and NPA classification dates with reference to the borrower's specific EMI due date and the day-end process, in line with para 14.4.1 of MD-SBR.
- xxiii. Penal charges for late repayment and other charges shall be prominently disclosed in the loan agreement. No fees or charges shall be levied that are not explicitly mentioned and consented to by the borrower.

- xxiv. The Company shall obtain the borrower's acceptance of the loan terms and conditions and shall furnish a copy of the loan agreement and all enclosures to the borrower at the time of sanction / disbursement.

G. Disbursement of Loans Including Changes in Terms and Conditions

- xxv. The Company shall give notice to all borrowers of any change in the terms and conditions — including disbursement schedule, interest rates, service charges, and prepayment charges — in vernacular language or a language understood by the borrower. Changes in interest rates and charges shall be effected only prospectively. A suitable condition in this regard is incorporated in the loan agreement, in line with para 45.4.1 of MD-SBR.
- xxvi. Any decision to recall or accelerate payment or performance under the loan agreement shall be in consonance with the loan agreement.
- xxvii. All securities (if any) pertaining to the loan shall be released on receipt of full and final payment, subject to any legitimate right or lien or set-off. If such a right of set-off is exercised, the borrower shall be given notice with full particulars.
- xxviii. For Loans Against Property (LAP): The sanction letter shall communicate to the borrower, in line with para 45.5.1(iii) of MD-SBR:
- The address where original property documents are held by the Company;
 - The timeline for return of original documents upon full repayment — not exceeding 30 days from the date of loan closure;
 - The mode of return — in person or by registered post;
 - The compensation payable in the event of delay attributable to the Company.

H. Interest Charged

- xxix. To ensure customers are not charged excessive interest rates and charges, the Board has adopted an Interest Rate Policy, which is published on the Company's website at www.procredit.co.in.
- xxx. The rate of interest, the approach for gradation of risk, and the rationale for charging different rates to different categories of borrowers shall be as per the Interest Rate Policy. The website shall be updated whenever there is a change in the rate of interest.
- xxxi. The rate of interest shall be annualised so that the borrower is aware of the exact rate charged to the account.
- xxxii. Penal charges for defaults shall be: (i) reasonable and proportionate; (ii) prominently disclosed in the KFS, loan agreement, and on the website, in line with the RBI circular on Penal Charges dated August 18, 2023.

I. Loans Sourced over Digital Lending Platforms

Wherever digital lending platforms are engaged by the Company to facilitate lending, the Company shall comply with the following:

- xxxiii. Loan disbursements shall be made directly into the bank account of the borrower, except in cases covered under statutory or regulatory mandate, co-lending transactions, or specific end-use disbursements directly to the end-beneficiary's bank account.
- xxxiv. All loan servicing and repayment shall be executed directly through the Company's bank account.
- xxxv. The names of all active and authorised Lending Service Providers (LSPs) / digital lending platforms engaged as agents shall be displayed on the Company's website. The website shall be updated immediately upon termination of any LSP arrangement to ensure customers are not directed to terminated LSPs, in line with para 5.9.5 of Annex XIII to MD-SBR.
- xxxvi. LSPs engaged as collection agents shall disclose upfront to the customer the Company's name on whose behalf they are interacting.
- xxxvii. Immediately after sanction but before execution of the loan agreement, the sanction communication shall be issued to the borrower on the Company's letterhead.
- xxxviii. Effective oversight and monitoring shall be ensured over all digital lending platforms, in line with the Board-approved Outsourcing Policy.
- xxxix. Adequate efforts shall be made towards creation of awareness about the Company's grievance redressal mechanism.

J. Collection of Dues

- xl. Whenever loans are given, the Company shall explain to the customer the repayment process by way of amount, tenure, and periodicity of repayment as mentioned in the KFS. If a customer does not adhere to the repayment schedule, a defined process in accordance with applicable law shall be followed for recovery. The process shall involve reminding the customer via email, calls, SMS, personal visits, and / or repossession of security, if any.
- xli. During contact with customers for dues collection, the following guidelines shall be followed:
 - Interaction shall be conducted in a civil manner and the customer's privacy shall be respected.
 - Customers shall be contacted only between 0800 hours and 1900 hours, unless the special circumstances of the customer's business require otherwise.
 - Customers shall be contacted at their place of choice; in the absence of any specified preference, at their place of residence or business.
 - Calls or visits shall be avoided on inappropriate occasions such as bereavement in the family or other calamitous occasions.
 - The identity and authority to represent the Company shall be disclosed at the first instance.
 - The Company's employees or authorised persons shall not use threatening or abusive language, threaten violence, or harass the borrower's relatives, friends, or co-workers.
 - All assistance shall be given to resolve disputes in a mutually acceptable and orderly manner.
 - The Board-approved Collections Policy shall be adhered to throughout the collection process.

K. Return of Original Property Documents

- xl. Upon full repayment of a loan secured by original movable or immovable property documents, the Company shall return all such documents to the borrower within 30 days of the date of loan closure, in line with para 45.5.1 of MD-SBR.
- xlii. Documents shall be returned in person against a signed acknowledgement or by registered post with acknowledgement due, at the borrower's request.
- xliii. In the event of any delay beyond the stipulated 30-day period attributable to the Company, the Company shall compensate the borrower at the rate of INR 5,000 per day of delay.
- xliv. In the event of the death of the borrower, original property documents shall be returned to the legal heirs in accordance with the Company's documented procedure, which is published on the Company's website and incorporated in the Loan Operations Manual.
- xlv. If original documents are lost or misplaced by the Company, the Company shall: (i) promptly notify the borrower / legal heirs in writing; (ii) assist in obtaining certified copies from the relevant authority; and (iii) bear the cost of obtaining such certified copies.

L. General

- xli. The Company shall refrain from interference in the affairs of the borrower except for the purposes provided in the loan agreement (unless new information not earlier disclosed by the borrower has come to the Company's notice).
- xlii. The Company shall be accountable for inappropriate behaviour by its employees or employees of any outsourced agency and shall provide timely grievance redressal.
- xliii. In case of receipt of a request for transfer of a borrower's account, the Company's consent or objection shall be conveyed within 21 days of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.
- l. In the matter of recovery of loans, the Company shall not resort to undue harassment. The Company shall ensure that staff are adequately trained to deal with customers in an appropriate and respectful manner.
- li. The Company shall not charge foreclosure charges or pre-payment penalties on floating rate term loans sanctioned for purposes other than business to individual borrowers, with or without co-obligants.
- lii. The Company shall not discriminate in extending products and facilities — including loan facilities — to physically / visually challenged applicants on grounds of disability.
- liii. The Company shall not reveal transaction details of borrowers to any other person except: (i) as required by applicable law or a government authority; (ii) as required by auditors, advisors, or third-

party service providers under a duty of confidentiality; (iii) as required for transfer, assignment, or participation arrangements; or (iv) as required by other lenders or credit information bureaus.

M. Grievance Redressal Mechanism

The Board of Directors has laid down an appropriate Grievance Redressal Mechanism within the Company to resolve disputes and complaints arising from customers. The mechanism ensures that all disputes arising out of the decisions of the Company's functionaries are heard and disposed of at least at the next higher level. Detailed Grievance Redressal Policy is available on the Company's website: www.procredit.co.in.

N. Mandatory Website Disclosures

In line with the requirements of the MD-SBR, the Company shall maintain the following disclosures on its website www.procredit.co.in:

- liv. This Fair Practices Code;
- lv. The Interest Rate Policy — including product-wise interest rate ranges and all applicable charges;
- lvi. The quantum and reasons for penal charges, in line with para 45.3.6 of MD-SBR;
- lvii. Consumer education literature explaining — with examples — the concepts of date of overdue, SMA classification, NPA classification and upgradation, with specific reference to the day-end process, in line with para 14.4.6 of MD-SBR;
- lviii. The procedure for return of original property documents to the legal heirs of a deceased borrower, in line with para 45.5.1(iv) of MD-SBR;
- lix. The names of all active and currently authorised LSPs / digital lending platforms engaged by the Company;
- lx. The Grievance Redressal Mechanism — including contact details of the GRO, Principal Nodal Officer, and the RBI Integrated Ombudsman Scheme.

The Compliance Officer shall conduct a quarterly review of the website against a Website Disclosure Checklist to ensure all mandatory disclosures are current, accurate, and accessible.

O. Review

A periodical review — at least annually — of the compliance with this Fair Practices Code and the functioning of the Grievance Redressal Mechanism shall be carried out by the Company. The report of such review shall be submitted to the Board of Directors as a standing agenda item at every Board meeting, in line with para 45.8.2 of the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023.

The Compliance Officer is responsible for: (i) monitoring regulatory developments; (ii) initiating timely revisions to this Code upon any change in applicable regulations; and (iii) placing the revised Code before the Board for approval within 30 days of any regulatory change.

Approved by the Board of Directors

Atmos Finance Private Limited

Date: May 26, 2026 | Version: AFPL FY27-01

This document supersedes all previous versions of the Fair Practices Code of Atmos Finance Private Limited.