MAA PAHARI MERCANTILES PRIVATE LIMITED
CIN: U67503WB1995PTC067503 · RBI CoR: B-05.05709 dated 2 September 2003 · Non-deposit taking NBFC-ICC (Base Layer)
Registered Office: Office No. 214, 2nd Floor, Siddha Weston, 9 Weston Street, Kolkata – 700013

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MPML/POL/001	1.0	1 April 2026	1 April 2026	12 months from adoption	Amol Kothadiya, Director

FAIR PRACTICES CODE

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Maa Pahari Mercantiles Pvt. Ltd.

1. Preamble and Background

Maa Pahari Mercantiles Private Limited ("the Company") is a private limited company incorporated under the Companies Act and registered with the Reserve Bank of India ("RBI") as a non-deposit taking Non-Banking Financial Company Investment and Credit Company (NBFC-ICC), classified in the Base Layer under the Scale Based Regulation framework. The Company is a secured and unsecured lender to enterprises including micro, small and medium enterprises across India, with each exposure underwritten through due diligence.

This Fair Practices Code ("the Code") sets the minimum standards of fair practice the Company observes when dealing with borrowers, and informs borrowers of what they may expect from the Company in the ordinary course of its lending business.

2. Regulatory Framework

This Code is framed pursuant to the Fair Practices Code requirements contained in the Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended from time to time, read with the RBI circular on Fair Lending Practice – Penal Charges in Loan Accounts, and all other applicable RBI instructions. Wherever any provision of this Code is inconsistent with a subsequent RBI direction, the RBI direction shall prevail and this Code shall stand modified to that extent pending formal amendment.

3. Objectives

The Code is adopted to:
(a) promote fair, transparent and non-discriminatory practices by setting minimum standards in dealings with borrowers;
(b) increase transparency so that borrowers have a clear understanding of the product, its pricing and its terms, and can take informed decisions;
(c) encourage fair and cordial relationships between the borrower and the Company;
(d) strengthen borrower confidence through an accessible and time-bound grievance redressal mechanism.

4. Scope and Applicability

This Code applies to all credit facilities sanctioned by the Company, to all offices of the Company, and to all employees, officers and authorised representatives acting on the Company's behalf, across every stage of the lending lifecycle marketing, origination, appraisal, documentation, disbursement, servicing, collection and closure.

5. Key Commitments

The Company commits to: act fairly and reasonably in all dealings with borrowers; ensure products and services meet relevant laws and regulations in letter and spirit; provide clear information on products, terms and pricing without misleading statements; deal quickly

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and sympathetically with errors and complaints; and treat all personal and business information of borrowers as private and confidential, subject to law.

6. Applications for Loans and their Processing

6.1 All communications to the borrower shall be in the vernacular language or a language understood by the borrower.
6.2 Loan application forms/term sheets shall include all information affecting the borrower's interest, so as to enable a meaningful comparison with the terms offered by other lenders, and shall indicate the documents required to be submitted with the application.
6.3 The Company shall issue an acknowledgement for receipt of every completed loan application, indicating the timeframe within which the application will be disposed of. The Company shall ordinarily communicate its credit decision within 90 days of receipt of the completed application with all supporting documents.
6.4 Where an application is declined, the Company shall, on request, convey the principal reasons in writing, without being obliged to disclose internal credit assessments.

7. Loan Appraisal and Terms and Conditions

7.1 The Company shall convey in writing to the borrower, by way of a sanction letter or otherwise, the amount of the facility sanctioned, the annualised rate of interest and the method of its application, and all other material terms and conditions, and shall retain the borrower's written acceptance of these terms on record.
7.2 A copy of the loan agreement, along with a copy of each enclosure quoted in the loan agreement, shall be furnished to the borrower at the time of sanction/disbursement.
7.3 The terms of the sanction shall be explained to the borrower, on request, in a language understood by the borrower before execution of documents.

8. Penal Charges

8.1 Penalty, if charged, for non-compliance with material terms and conditions of the facility shall be treated as "penal charges" and shall **not** be levied as "penal interest" added to the rate of interest.
8.2 Penal charges shall not be capitalised, and no further interest shall be computed on such charges.
8.3 The quantum of penal charges shall be reasonable, commensurate with the non-compliance, and applied without discrimination within a loan/product category. The quantum and the conditions attracting penal charges shall be disclosed in the loan agreement and in the sanction letter, and summarised in the schedule of charges published on the Company's website.

9. Disbursement, Changes in Terms and Recall

9.1 Disbursement shall be made in accordance with the disbursement schedule agreed in the loan documents.
9.2 The Company shall give notice to the borrower of any change in the terms and

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conditions - including the disbursement schedule, interest rates, service charges or prepayment charges. Changes in interest rates and charges shall be effected only prospectively, and a condition to this effect is incorporated in the loan agreement.
9.3 Any decision to recall or accelerate payment or performance shall be in consonance with the loan agreement.

10. Release of Securities

The Company shall release all securities on repayment of all dues, or on realisation of the outstanding amount, subject to any legitimate right of lien or set-off for any other claim the Company may have against the borrower. Where such right is exercised, the borrower shall be given notice with full particulars of the remaining claims and the conditions under which the Company is entitled to retain the securities until the relevant claim is settled or paid. On completion of formalities, a no-objection certificate and return of original title documents shall be effected within 15 working days.

11. General Provisions

11.1 The Company shall refrain from interference in the affairs of the borrower except for the purposes provided in the loan agreement, unless information not earlier disclosed by the borrower comes to the Company's notice.
11.2 On receipt of a borrower's request for transfer of the borrowal account, the Company's consent or objection, if any, shall be conveyed within 21 days of receipt of the request. Such transfer shall be as per transparent contractual terms in consonance with law.
11.3 The Company shall not discriminate between borrowers on grounds of religion, caste or gender. This does not preclude participation in credit-linked schemes framed for specified sections of society.
11.4 The Company does not charge foreclosure charges or prepayment penalties on any floating rate term loan sanctioned to an individual borrower for purposes other than business.

12. Recovery Practices

12.1 In the matter of recovery, the Company shall not resort to undue harassment including persistently contacting borrowers at odd hours or use of muscle power and shall not use any recovery practice that violates law or RBI instructions.
12.2 Recovery-related contact shall ordinarily be made between 8:00 a.m. and 7:00 p.m., at the borrower's place of business or residence as appropriate.
12.3 All staff and authorised representatives engaged in recovery shall be adequately trained to deal with borrowers in an appropriate manner, and their conduct shall be attributable to the Company for the purposes of this Code.

13. Confidentiality of Borrower Information

Borrower information shall be treated as private and confidential and used only for purposes connected with the facility, unless disclosure is required by law or regulation, is

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made to credit information companies as mandated, or is made with the borrower's consent.

14. Advertising and Marketing

The Company shall ensure that its advertising and promotional material is clear, factual and not misleading, and that any communication of rates or charges is consistent with the disclosures made under this Code and the Interest Rate Policy.

15. Regulation of Interest Charged

The Board has adopted an Interest Rate Policy laying down internal principles and procedures for determining interest rates, processing fees and other charges, taking into account relevant factors such as cost of funds, operating costs, risk premium and margin. The rates of interest and the approach for gradation of risk, and the rationale for charging different rates to different categories of borrowers, are disclosed in the application form and sanction letter, and published and kept updated on the Company's website. Interest rates are annualised so that the borrower is aware of the exact rate applicable to the account.

16. Grievance Redressal

The Board has laid down a grievance redressal mechanism to resolve disputes arising from the Company's decisions and functioning. The mechanism ensures that all disputes are heard and disposed of at least at the next higher level, within defined timelines. The complete mechanism registration channels, turnaround times, the Grievance Redressal Officer's particulars, and escalation to the Reserve Bank – Integrated Ombudsman Scheme, 2026 is set out in the Company's Grievance Redressal Policy, published on the website. A periodic review of the functioning of the mechanism at various levels of management is conducted, and a consolidated report of such reviews is placed before the Board at regular intervals.

17. Language and Mode of Communication

The Code, and all key borrower communications, shall be made available in the vernacular language or a language understood by the borrower on request. The Code is published on the Company's website.

18. Display Requirements

The Company shall display at its office and on its website.

19. Responsibility of the Board and Review of the Code

The Board of Directors is responsible for the implementation of this Code. Compliance with the Code and the functioning of the grievance redressal mechanism shall be reviewed by the Board at least annually, and the Code shall be revised as warranted by regulatory changes or operational experience.

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