

FAIR PRACTICES CODE

Version 11.0

Amended by the Board of Directors on January 13, 2026

Owner of the document: Assets & Risk Team



India InfraDebt Limited

Fair Practices Code for India Infradebt Limited

This document is entitled the Fair Practices Code of India Infradebt Limited (Infradebt) embodying the good practices evolved by Infradebt since its inception in its dealings with the constituents. These practices are none other than certain standards sought to be set by Infradebt for itself. Codification of these practices, which is being done in terms of Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 dated October 19, 2023 (RBI Master Direction), is aimed at greater transparency because these are meant to be in the knowledge of those with whom Infradebt deals with. The code is voluntary and its object is to benefit the clients/borrowers. These codified practices will also be displayed at the website of Infradebt.

The contents of the policy shall always be read in tandem/auto-corrected with the changes/modifications which shall be advised by RBI from time to time.

1. Applications for loans and their processing

All communications to the borrower shall be in English or the language as understood by the borrower.

A loan application shall be collected from the party requesting for the loan [the Borrower / loan arranger / down-selling bank etc.] in a form agreed between Infradebt and the party by way of letter / e-mail, the record of which shall be maintained. The client/borrower should be provided the information requirements for the appraisal. Further, given that the appraisal process is information dependent, it may not be possible to commit any timeframe. However, Infradebt shall endeavor to complete the appraisal and sanction process within six months from date of receipt of all information/clarifications pertaining to any project/company.

2. Loan appraisal and terms/conditions

- a) Infradebt will convey in writing to the borrower in English or the language as understood by the borrower by means of sanction letter or otherwise, the amount of loan facility sanctioned along with terms and conditions including annualized rate of interest and method of application thereof and keep the acceptance of these terms and conditions by the borrower on its record. Infradebt shall mention the penal charges for late repayment in bold in the loan facility agreement. Further, Infradebt shall also provide Key Facts Statement (KFS) for Loans & Advances granted to MSME customers. KFS shall contain the details as mentioned in the RBI circular no. RBI/ 2024-25/18 DOR.STR.REC.13/13.03.00/ 2024-25 dated April 15, 2024 on KFS for Loans & Advances.
- b) Requisite financing agreements shall be signed with the borrower in line with the sanctioned terms and conditions, or as per mutually agreed terms and conditions.

3. Disbursement of loans including changes in terms and conditions

- a) Notice to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, processing charges, prepayment charges, etc. shall be furnished in English or the language as understood by the borrower. Any changes in interest rates and charges are affected only prospectively, except in cases where a specific approval has been obtained from the relevant authority. A suitable condition in this regard shall be incorporated in the loan facility agreement.
- b) Decision to recall/accelerate payment or performance under the agreement shall be in consonance with the loan facility agreement. Before taking a decision to recall/accelerate payment or performance under the agreement, Infradebt shall give a notice to client/borrower in consonance with the loan facility agreement.
- c) Infradebt shall release all securities on repayment of all dues or on realization of the outstanding amount of the loan facility subject to any legitimate right or lien for any other claim Infradebt may have against borrower. If such right of set off is to be exercised, the borrower shall be given notice about the same with full particulars about the remaining claims and the conditions under which Infradebt is entitled to retain the securities till the relevant claim is settled/paid.
- d) All communication like acceptances (including amendments or addendum) with the borrower in relation to the sanction / facilities / loan / mandate / proposals shall be in writing and preserved for a minimum period of ten years.

4. General

- a) Infradebt shall refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan facility agreement (unless new information, not earlier disclosed by the borrower, has come to the notice of Infradebt).
- b) In case of receipt of request from the borrower for transfer of borrower account, the consent or otherwise i.e. objection of Infradebt, if any, Infradebt shall convey within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.
- c) In the matter of recovery of facilities, Infradebt shall not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loan facility, etc. The staff will be adequately trained to deal with the clients/borrowers in an appropriate manner.

Fair Practices Code – India Infradebt Limited

- d) All the fees / charges / interest shall be charged as per the Interest Rate Policy adopted by the Company and as per the terms & conditions applicable to the loan.

5. Grievance Redressal Mechanism

- a) Infradebt would lay down the appropriate grievance redressal mechanism within the organisation to resolve disputes arising in this regard and grievances relating to services provided by the outsourced agency. Such a mechanism would ensure that all disputes arising out of the decisions of the functionaries are heard and disposed of at least at the next higher level.
- b) Infradebt will display at the places where business is transacted:
- the name and contact details of the Grievance Redressal Officer (GRO) who can be approached by the public for resolution of complaints against Infradebt.
 - If the complaint/dispute is not redressed within a period of one month, the clients/borrowers may appeal to the Officer-in-Charge of the Regional Office of Department of Non-Banking Supervision of RBI, under whose jurisdiction the registered office of Infradebt falls.
- c) Clients/Borrowers of Infradebt can forward their grievances to the GRO. The contact details of the GRO are as under:

Mr. Surendra Maheshwari
Chief Financial Officer
E-mail: surendra.maheshwari@infradebt.in
Tel No.: 022-68196912

In case of complaint/dispute is not redressed within a period of one month, the client/borrower may refer to -

Officer-in-charge
Department of Supervision
Mumbai Regional Office
Reserve Bank of India Building
Regional Office, Centre I, World Trade Centre,
Mumbai – 400005

- d) Infradebt shall review on an annual basis, the compliance of the Fair Practices Code and the functioning of the grievances redressal mechanism at various levels of management. A consolidated report of such reviews shall be submitted to the Board of Directors on an annual basis.

6. Monitoring of quality of resolution of grievances by Infradebt

- a) To place a quarterly status of stakeholders' grievances as per RBI Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023 before the Board of Directors.
- b) On receipt of complaints, if any, Infradebt shall also review the statement of complaints covering important parameters such as the number of grievances received and resolved by Infradebt over a period of time from all the channels, number of cases where appeals have been filed, Turn Around Time (TAT) taken for grievance resolution and cases in which timelines where regulatory or internal, have not been adhered to, whenever any grievance is reported.
- c) GRO of Infradebt may undertake random sample check of atleast 20 grievances for review on a half yearly basis (If the grievances are below 20 all shall be checked).
- d) Infradebt has designated June 30th, (or next working day, if the said date falls on a non-working day) as “Grievance Redress Day” wherein aggrieved borrower/customer can walk into the office of the Company without prior appointment to share their grievances with the GRO.
- e) For the purpose of compliance to RBI Letter on Monitoring of quality of resolution of grievances by REs and Categorisation of grievances dated June 3, 2025, the Management Committee (which is chaired by its Managing Director & CEO) would be the forum for monthly review of the quality of redressal of closed grievances.
- f) In case any customer grievances are received/ reported, a monthly review meeting under the Chairmanship of Managing Director & CEO shall be organised/conducted.
- g) Infradebt shall conduct a comprehensive categorization exercise, particularly to address the large number of grievances classified under the “Others” category when such a customer grievance is received/reported at Infradebt. Report of the same shall be presented to Management Committee (Note: If nil, reporting not required).

7. Regulation of Interest to be charged from the borrower

- a) Infradebt would lay out appropriate internal principles and procedures in determining interest rates and processing and other charges.
- b) Infradebt would adopt an appropriate interest rate model taking into account relevant factors such as, cost of funds, margin and risk premium, etc. and determine the rate of interest to be charged for facilities and advances.

Fair Practices Code – India Infradebt Limited

- c) Internal Credit Rating Model would be adopted for gradation of risks
[Note: As there are only institutional borrowers in the wholesale lending business of Infradebt and as the interest rate is subject to Board approval, it may not be possible to publish the rate of interest/ gradations of risk/ rationale for rate of interest].

- d) The rate of interest to be charged to the account will also be mentioned in annualized form.

In order to comply with RBI Master Direction, Infradebt has laid down appropriate internal principles and procedures in determining interest rates and processing and other charges in accordance with Fair Practices Code. Infradebt has framed an Interest Rate Policy containing the maximum interest rate to refinance the infrastructure projects and the same is uploaded on its website.