CREDITACCESS GRAMEEN LIMITED

Guidelines on Fair Practices Code for NBFC-MFIs and Ombudsman for NBFC

Revision History

Version	Author	Description of Changes	Release Date
1	CAO	First version	May 28, 2007
2	CAO	Amendments under Loan Agreement Norms Amendments under Internal Control System	December 21, 2021
3	CCO	Alignment with RBI Directions on MFI Loans, dated March 14, 2022	April 29, 2022
4	CCO	Alignment with Reserve Bank – Integrated Ombudsman Scheme, 2021	October 21, 2022
5	CCO	Amendments under Loan Applications Processing and General Section	January 19, 2024
6	CCO	Change of Principal Nodal Officer	October 25, 2024
7	CCO	Change of Principal Nodal Officer	July 22, 2025
8	Gururaj Rao, COO	Holistic review of the policy document to make it comprehensive, updated and aligned with the extant regulatory Requirements. Refinement of language and structuring across the policy document for improved clarity, consistency, and readability.	April 16, 2026
9	Gururaj Rao, COO	To align with RBI (NBFCs – Responsible Business Conduct) 3rd Amendment Directions, 2026 dated August 06, 2026 specifically on timing for contacting/ visiting the borrower by the employee/ recovery agent	October 22, 2026

Version Control

Version	Author	Reviewed by	Approved by
1	CAO	MD & CEO	Board of Directors
2	CAO	MD & CEO	Board of Directors
3	CCO	MD & CEO	Board of Directors

4	CCO	MD & CEO	Board of Directors
5	CCO	MD	Board of Directors
6	CCO	MD	Board of Directors
7	CCO	MD	Board of Directors
8	Gururaj Rao, COO	Ganesh Narayanan, MD & CEO	Board of Directors
9	Gururaj Rao, COO	Devika Praveen-CCO Ganesh Narayanan, MD & CEO	Board of Directors

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Guidelines on Fair Practices Code for NBFC-MFIs and Ombudsman for NBFC

1. Introduction

CreditAccess Grameen Limited (the 'Company' or 'CA Grameen') has been extending Microfinance loans through JLG model for income generation activities and other requirements like water and sanitation, education, festivals, medical, home improvement, emergency etc. to the low-income households ("MFI Loans"). The Company also extends individual loans for business expansion, home construction/ purchase/ improvement and for purchase of vehicles ("Retail Finance Loans"). The Company is governed by balanced team of learned, experienced practitioners and professionals. This 'Code of Fair Practices' aims to bring transparency in the business operations of the Company. The loans offered by the Company are categorized under two heads - Microfinance Loans (MFI Loans) and Retail Finance Loans (RF Loans).

2. Loan Applications and processing:

1. The Company shall communicate with all its members/ borrowers in the respective local / official languages of the states concerned or in a language as understood by the borrower.

2. Loan application forms shall contain necessary information affecting the borrower's interest.

3. The Company shall collect all necessary documents from borrowers to comply with KYC norms of Reserve Bank of India (RBI).

4. The loan application shall contain list of documents required for availing the loan.

5. The loan card issued to the borrower shall contain all relevant details specified by RBI, from time to time.

6. The Company shall provide a key fact sheet containing all necessary details of the loan product along with pricing related information and the fee charged to the borrower.

7. Company shall have a system of giving acknowledgement for receipt of all loan applications. The time frame within which loan applications will be disposed off shall also be indicated in the acknowledgement.

8. The details of dedicated mechanism for redressal of recovery related grievances of customers shall be provided to the borrower at the time of loan disbursal.

3. Loan Appraisal and terms/conditions

1. The Company shall obtain credit bureau report for all loan applications to get details of the existing loan repayment obligations of the household/borrower/co-borrower(s). The Company shall communicate the borrowers on sanction of loans or otherwise based on credit bureau report.

The Loan amount sanctioned along with the detailed terms and conditions shall be communicated to borrower by means of a sanction letter with specific details, in the language understood by the borrower and keep the acceptance of these terms and conditions by the borrower on record at the branches.

3. The penal charges, if any, charged for late repayment etc., shall be mentioned in bold in the loan agreement.

4. The Loan agreement and/or loan passbook shall contain the following details:

1. The interest rate to be charged, method of application thereof, the processing fee charged and the insurance premium if opted/applicable.

2. The Company shall adopt interest rate model as per Board approved Loan Pricing Policy considering relevant factors such as cost of funds, margin and risk premium, etc.

3. The Company shall disclose minimum, maximum and average rates of interest for different set of products through formal communications, display in all offices/branch premises, Company's website and other literature issued by the Company. The Company shall communicate the rate of interest explicitly in the sanction letter, key fact sheet and passbook.

4. The rate of interest and the approach for gradations of risk and rationale for charging different rates of interest to different categories of borrowers shall be disclosed to the borrower in the application form and communicated explicitly in the sanction letter and this information shall be made available on the Company's website.

5. The Company shall provide a minimum moratorium of one instalment between the grant of loan and due date of the first instalment.

6. The Company shall assure the privacy of borrower's data except for sharing the same with Industry Associations, Credit Bureaus, Lenders to the Company, statutory, regulatory and rating agencies and insurance companies, wherever the borrower(s) opt for credit life insurance.

7. Loan Agreement shall include the decision to recall / accelerate the repayment, if any, whenever the borrower commits a gross deviation of any of the terms and conditions of the loan.

8. The Company's accountability for any inappropriate staff behaviour and timely Grievance Redressal of the borrowers.

9. Details of Grievance redressal channels shall be available on the passbook issued to the borrowers, as well as displayed at all branches of the Company.

10. In addition to the loan sanction letter, passbook, key fact sheet and copy of the Loan agreement shall be made available to the borrowers.

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5. Disbursement of Loans

1. The Company shall give notice to borrowers in local language of any change/s in terms and conditions including disbursement schedule, interest rates, service charges, etc. The Company shall also effect such changes only prospectively.

2. The Company shall organize all sanctioning and disbursement of loans to happen at the branch location, and more than one official shall be involved in this function. The Company shall have close supervision of the disbursement function by its senior officials and monitoring teams through random checks.

3. The Company shall issue passbook containing following information in the language understood by the borrower:

   i. Borrower's identity and the relevant information.
   ii. Details of non-credit products wherever applicable and obtain consent of the borrowers. iv. Salient terms and conditions of the loan.
   v. Acknowledgements by the Company for the repayments by borrowers including instalments received and final discharge.
   vi. Details of Grievance Redressal Channels including the Toll-free number, e-mail id and name of the Grievance Redressal Officer (i.e., Principal Nodal Officer).

6. Non-Coercive Methods of Recovery

1. The Company shall have Board approved policy for staff recruitment, training and supervision. The Company's policy shall focus on training field staff through training programs to inculcate appropriate behaviour towards borrowers without adopting any abusive or coercive debt collection / recovery practices.

2. The Company shall have process/ framework for appraisal of field staff, where the compliance of code of conduct and conduct towards customers shall be one of the parameters for appropriate compensation.

3. The Company shall not engage/outsource any recovery agents for recovery for microfinance loans.

4. The Company shall put in place a mechanism for identification of the borrowers facing repayment related difficulties, engagement with such borrowers and providing them necessary guidance about the recourse available.

7. Internal Control System

1. The Company shall incorporate verification and checks for compliance of all the practices through the specific designated officials in the hierarchy and through effective periodic internal audit inspections.

Company's management shall submit an annual report to its Board on review of compliance to Fair Practices Code and functioning of grievance redressal system at various levels of management.

3. Internal audit department shall review the implementation of Fair Practices Code and effectiveness of grievance redressal system during branch audits.

4. The functioning of grievance redressal system shall be reviewed by internal audit at HO.

5. Internal audit shall furnish feedback on the grievance redressal system to the Audit Committee at Quarterly intervals.

8. Interest Rates

1. The Company shall adopt a board approved interest rate model. The model shall take into account relevant factors such as cost of funds, margin, and risk premium etc.

2. Based on this model, the Company shall determine the rate of interest to be charged on loans and advances.

3. The rationale for charging different rates of interest to different categories of borrowers shall also be disclosed to the borrower or customer. These details shall be communicated explicitly in the sanction letter as well.

4. The rates of interest and the approach for gradation of risks shall also be made available on the website of the companies. The information published on the website shall be updated whenever there is a change in the rates of interest.

5. The rate of interest shall be annualised rate so that the borrower is aware of the exact interest rates that would be charged to the account.

9. Additional guidelines for Group/ Microfinance Lending

1. The Company shall record and acknowledge all loan applications received in the minutes book maintained at the Groups/ on the day of such applications.

2. The Company shall dispose of all the loan applications within 3 weeks from the date of loan application.

3. The Company shall train Kendra Managers to conduct income assessments and due diligence to understand the repayment capacity of the household.

4. The Company shall not levy any pre-payment charges and shall not stipulate any Security Deposit/ Margin.

5. The Company shall give options/ flexibility of repayment frequency to all its customers to choose between weekly, biweekly, or four weekly depending on their cash flow.

6. The Company shall collect all its recoveries at the central designated place namely Kendra Meetings which is decided mutually by borrowers and the Company. Only in case the borrower fails to make repayments and

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fails to attend Kendra Meeting(s) on 2 or more successive occasions, the Company's field staff shall visit the place of residence or place of work of the borrower for recovery.

10. Additional Guidelines for Retail Finance Loans

1. The Company shall dispose all the loan applications within 30 days from the date of loan application.

2. Loan Agreement shall also contain a clause to release all securities on repayment of all dues or on realization of the outstanding amount of loan subject to any legitimate right or lien for any other claim the Company may have against the borrower. Under such conditions when the right of set off is to be exercised, the Company shall serve a notice period of 7 (seven) days about the same with full particulars about the remaining claims and the conditions under which the Company is
entitled to retain the securities till the relevant claim is settled/ paid.

3. On closure of loan and post submission of the required documents the Company shall initiate due diligence and will inform the legal heirs/borrower/coborrowers for collection of the original title documents from the branch where the loan account was serviced or any other office of the Company where the documents are available, as per borrower's preference. The Company shall release all the original movable/ immovable property documents within 30 days after full repayment/ settlement of the loan account.

4. The Company shall have a re-possession clause in the contract or loan agreement with the borrower. This clause shall be legally enforceable.

5. The terms and conditions of the contract or loan agreement shall specify the notice period before taking possession of vehicles. The terms and conditions shall also specify the circumstances under which the notice period can be waived.

6. The contract or loan agreement shall state the procedure for taking possession of the security. In addition, it shall specify the procedure for sale or auction of the property.

7. It shall further provide for the final opportunity to be given to the borrower for repayment of the loan before the sale or auction of the property.

8. The Company shall also specify the procedure for repossession of the security to the borrower.

11. General Guidelines

1. The Company shall refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement, unless the borrower declared/ disclosed earlier false information which comes to the notice of Company on a later date.

The Company shall oblige the request for transfer of borrower account, the consent or otherwise i.e., objection of the Company, if any, shall be conveyed within 21 days from the date of receipt of request. Such transfer shall be as per transparent contractual terms in consonance with law.

3. The Company shall not discriminate against physically or visually challenged applicants while extending products and facilities, including loan facilities.

4. The borrowers (including physically or visually challenged) are free to take up their grievance through the Toll-Free number/ Email / Letter to Grievance Redressal Cell at Company's Head Office or other available channels, which shall resolve the grievance within 30 (thirty) days thereof. If the borrower does not receive any response from the Company or customer remains dissatisfied with the resolution given by the Company, he/ she can escalate the matter to the SRO / Centralised Receipt and Processing Centre of RBI by following the procedure as provided under the Reserve Bank – Integrated Ombudsman Scheme. The Salient Features of the said Scheme are provided at

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5. The Company shall display its Fair Practices Code in local languages in all its offices/branch premises and upload the same on its website. Also, the following information shall be displayed at all its branches and its website:

   i. Loan products with salient features including minimum, maximum and average interest rates applicable.
   ii. Dos and don'ts for field staffs.
   iii. Branch Manager's name and contact number, Area Manager's name and contact number, Grievance Redressal Mechanism including Toll Free number, Email and Nodal Officer designation & address, Ombudsman's address and contact number.
   iv. A statement in local language articulating the Company's commitment to transparency and Fair Lending Practices
   v. A declaration that the Company shall be accountable for any inappropriate behaviour by its employees and shall provide timely grievance redressal to the customers.

6. The Company shall provide training and refresher courses to all its members/ borrowers free of cost to bring about the awareness on various aspects.

7. The Company shall train its field staff to enable them to render such training to borrowers.

8. The Company shall take borrowers' feedback about its systems and procedures, quality of loan products and any other deficiencies so as to bring about necessary changes for their convenience.

9. The Company shall include a suitable module in employee training programmes, at all levels, which cover the rights of persons with disabilities

10. The Company's employees shall not call the borrowers for overdue recovery before 8 am and after 7 pm and shall not visit their residence or workplace on days of festival, marriage or any mourning occasions,

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for the purpose of recovery. Calls/ visits earlier or later than the prescribed time (between 08:00 hours 19:00 hours**)** shall be done only when the borrower/ guarantor has expressly given request/ authorisation to do so. Further, Borrower's/ guarantor's request to avoid call/ visit at a particular time shall be honoured in normal circumstances.

11. The Company shall ensure that the procedure for application of loan is not cumbersome and loan disbursements are made as per pre-determined time schedule driven through the well- defined process.

12. The details of non-credit products, if any, including the terms and conditions, claim settlement, nomination, etc., shall be advised in detail in local language and necessary consent shall be obtained from the applicant.

13. 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 rounded off on the lower.

14. Any changes in the amortisation schedule originally provided in the KFS, with each part-disbursement of loan shall be communicated to the Borrowers

15. The para 11(5)(v) and 11(10) shall also be applicable to recovery/ repossession agencies/ agent with regard to recovery of loan dues.

Details of Nodal Officer / Principal Nodal Officer of the Company for redressal of grievances of customers:

Mrs. Haridarshini A
No.49, 46th Cross, Next to Rajalakshmi Kalyana Mantapa, 8th Block, Jayanagar, Bengaluru – 560 070.
Toll Free Number - 1800 123 153 153
Tel: 080 – 2263 7300
Email: yourvoice@cagrameen.in

Annexure I

Salient Features of 'the Reserve Bank – Integrated Ombudsman Scheme, 2026'

In case of grievance, the customer may prefer a written complaint with the branch office of the Company, in respect of the following, provided the matter is not referred to any court or forum:

1. Not conveyed the amount of loan sanctioned, terms & conditions, annualized rate of interest, etc.
2. Notice not provided for changes terms and conditions of the agreement, levy of charges
3. Failure to ensure transparency in contract/loan agreement
4. Failure/ Delay in releasing securities/ documents
5. Failure to provide legally enforceable built-in repossession in contract/ loan agreement
6. RBI directives not followed by the Company
7. Guidelines on Fair Practices Code not followed

If the customer had not received any reply from the Company within 30 days after the Company received the complaint; or the customer is not satisfied with the reply, the customer may lodge a complaint online through the portal https://cms.rbi.org.in. The complaint may also be submitted through email (at crpc@rbi.org.in) or physical mode to the Centralised Receipt and Processing Centre, 4th Floor, Reserve Bank of India, Sector-17, Central Vista, Chandigarh - 160017, within 90 days from the date on which the timeline of 30 days for resolving grievance by the Company expires or the date of the last communication from the Company whichever is later.

How does Ombudsman take decision?

1. Proceedings before Ombudsman are summary in nature
2. Promotes settlement conciliation where the documents/ materials furnished and written submissions by the customer and the Company are not conclusive enough to arrive at a settlement. 3. If not reached, Ombudsman can issue Award/Order

The Customer, if aggrieved by an Award of Ombudsman may, within 30 days of the date of receipt of the Award, prefer an appeal before the Appellate Authority namely the Officer In-Charge, Consumer Education and Protection Cell of the Regional Office of the Reserve Bank of India of respective State. This is an Alternate Dispute Resolution Mechanism, and the customer is at liberty to approach any other court/forum/authority for the redressal at any stage.

Name and addresses of The Officer In-Charge Consumer Education and Protection Cells are given below:

#	Addresses of The Officer In-Charge Consumer Education and Protection Cells

01	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Old Municipal Road, 2nd Floor, Jackson Gate Building, Tripura West Agartala- 799001	17	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Rail Head Complex Jammu - 180 012

02	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Near Gandhi Bridge Ahmedabad-380014	18	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India M.G Road Kanpur - 208 001
03	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India 3rd Floor, F. Kapsanga Building Opposite Assam Rifle Gate, Dawrpui, Aizawl Mizoram – 796 001	19	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Ernakulam North Kochi - 682 018
04	The Officer In-Charge Consumer Education and Protection Cell 3rd Floor, Reserve Bank of India Sector 10, Plot No.2 CBD Belapur, Navi Mumbai - 400 614	20	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India 15, Netaji Subhas Road Kolkata-700 001
05	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India 10/3/8, Nrupthunga Road Bengaluru-560 001	21	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India 8-9, Vipin Khand, Gomti Nagar Lucknow-226 010
06	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Hoshangabad Road Bhopal-462 011	22	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Main Building, Mumbai Regional Office, Fort Mumbai - 400 001
07	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Pt. Jawaharlal Nehru Marg Bhubaneswar – 751001	23	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Dr. Raghavendra Rao Road, Civil Lines P.B.No.15, Nagpur - 440 001

08	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Central Vista, Sector 17 Chandigarh - 160 017	24	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India 6, Sansad Marg New Delhi - 110 001
09	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Fort Glacis, Rajaji Salai Chennai-600 001	25	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India 7th Floor, Gera Imperium-II Patto Panaji - 403 001
10	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India 74/1, Rajpur Road GMVN Building, Dehradun 248 001	26	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India South Gandhi Maidan Patna - 800 001
11	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Tseyang Dzong, Amdo Golai NH-31 A, P.O. - Tadong Gangtok -737 102	27	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Subhashish Parisar Satya Prem Vihar, Sundar Nagar Raipur-492 013
12	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Pan Bazaar, Station Road Guwahati - 781 001	28	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India R.R.D.A. Building, Pragati Sadan (4th Floor), Kutchery Road, Ranchi – 834001
13	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India 6-1-56, Secretariat Road, Saifabad Hyderabad-500 004	29	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Apphira Building Fruit Garden Shillong-Jowai Road PO – Laitumkhrah, Shillong - 793 001
14	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Opp. Manipur Legislative Assembly Lilashing Khongnangkhong Imphal (Manipur) – 795 001	30	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India B-478, Sector 4 New Shimla Himachal Pradesh - 171 009

15	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Rambagh Circle, Tonk Road Jaipur-302 052	31	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Bakery Junction Thiruvananthapuram – 695 033
16	The Officer In-Charge Consumer Education and Protection Cell Reserve Bank of India Arunachal Pradesh Forest Corporation Limited Buildinga Van Vihar, Chimpu Opposite Kendriya Vidyalaya No 2 Itanagar-791111	32	The Officer-in-Charge Reserve Bank of India T Tachu Enclave New Secretariat - High Court Junction Road Kohima-797004

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