

Fair Practices Code



JSS

Investment and Finance Pvt Ltd

JSS Investment and Finance Private Limited
277, B. B. Ganguly Street, 1st Floor, Room No. 106, Kolkata –
700012, West Bengal, India

Table of Contents

1. Policy Statement	1
2. Objective of the Policy	2
3. Definitions & Interpretations	2
4. Application for Loan Processing.....	3
5. Loan Appraisal & Associated Terms / Conditions	3
6. Loan Disbursement & Change in Terms & Conditions	4
7. Regulation of Excessive Interest Charged.....	4
8. Non-Discrimination Clause	5
9. Key Facts Statement for Loans & Advances	5
10. Penal Charges & Interest Rate	6
11. Reset of floating interest rate on EMI-based personal loans	8
12. Pre – Payment Charges on Loans.....	8
13. Responsibility of the Board of Directors	9
14. Mode of Communication.....	9
15. Public Disclosure	9
16. Miscellaneous	9
17. Privacy of the Customer Information	11
18. Grievance Redressal System.....	11
19. Approval, Review and Updates.....	12

Fair Practices Code

Document Identification Information

Document Name	Fair Practices Code
Index	Corporate Governance/Compliance/Fair Practices
Version	Version -1.0
No. of Pages	14
Approving Authority	Board of Directors
Review Frequency	At least once a year or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness.

This policy is issued by JSS Investment and Finance Private Limited (hereinafter referred to as “JSS” or “Company”) and encompasses all affiliated entities, employees, and stakeholders associated with JSS’s operations.

1. Policy Statement

- 1.1. The Reserve Bank of India under Chapter III – Responsible Lending Conduct, Clause 9 of Master Direction – Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 issued on November 28, 2025 has mandated the adherence of the board-approved Fair Practice Code.
- 1.2. This Code aims to provide its borrowers with an effective overview of the practices followed by the Company and to enable them to make informed decisions in respect of all the financial facilities and services offered by the Company.

- 1.3. The provisions in the policy apply to all the loans that the company may sanction and disburse.
- 1.4. The Company has the freedom to enhance the scope of the guidelines of this code but shall not sacrifice the spirit underlying the guidelines.

2. Objective of the Policy

- 2.1. This code has been structured with the objective of:
 - 2.1.1. Ensuring fair practices while dealing with all its customers.
 - 2.1.2. Greater transparency enables customers in having a better understanding of the product and make informed decisions.
 - 2.1.3. Building customer confidence in JSS.
- 2.2. To conduct the business in accordance with prevailing statutory and regulatory requirements with due focus on efficiency, customer orientation and corporate governance principles.
- 2.3. Structure a robust Grievance Redressal Mechanism for the borrowers to redress their issues fairly and effectively.

3. Definitions & Interpretations

- 3.1. “Board” means Board of Directors of the JSS Investment and Finance Private Limited.
- 3.2. “Complaint” means any representation or allegation made in writing or through electronic means, containing a grievance alleging deficiency in service as mentioned in Clause 8 of the Scheme.
- 3.3. “Company” means JSS Investment and Finance Private Limited
- 3.4. "Directors" means individual Director or Directors on the Board of the Company.

4. Application for Loan Processing

- 4.1. All communications to the borrower shall be in the vernacular language or a language as understood by the borrower.
- 4.2. The loan application shall include all the necessary information which can affect the interests of the borrower, so that a meaningful comparison with the terms and conditions offered by other NBFCs can be made and an informed decision can be taken by the borrower.
- 4.3. The loan application form shall indicate the documents required to be submitted with the application form.
- 4.4. The Company shall issue an acknowledgment receipt for all loan applications. The acknowledgment so issued shall include the time frame within which the loan applications will be disposed of.
- 4.5. The Company shall disclose all the charges/fees/penalties/interests etc. related information to a prospective borrower in the Key Fact Statement. The borrower shall not be charged any amount that is not explicitly mentioned in the factsheet.

5. Loan Appraisal & Associated Terms / Conditions

- 5.1. The Company shall issue a sanction letter/any other means in writing to the borrower in the vernacular language of his understanding. The document shall contain the amount of loan sanctioned, terms and conditions, annual rate of interest, and method of application, and shall keep the terms and conditions accepted by the borrower on its record.
- 5.2. JSS shall mention the penal interest that shall be charged to the borrower for late repayment in bold in the loan agreement.
- 5.3. The Company shall furnish a copy of the loan agreement and enclosures quoted in the loan agreement to all the borrowers at the time of sanction/disbursal of loans.

6. Loan Disbursement & Change in Terms & Conditions

- 6.1. JSS shall give notice to the borrower in the vernacular language of his understanding, of any change in the terms and conditions, disbursement schedule, interest rates, service charges, prepayment charges etc.
- 6.2. The Company shall ensure that any changes in the interest rate and charges are affected only prospectively. A suitable condition in this regard shall be incorporated into the loan agreement.
- 6.3. The decision to recall/ accelerate payment or performance under the Agreement shall be in consonance with the Loan Agreement.
- 6.4. The Company shall release the securities on receiving the repayment of all dues or 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.
- 6.5. If the right of set-off is to be exercised, the borrower shall be given notice about it with full particulars about the remaining claims and conditions under which the JSS is entitled to retain the securities till the relevant claim is settled/paid.

7. Regulation of Excessive Interest Charged

- 7.1. The Board of the Company shall adopt an appropriate interest rate model taking into account relevant factors such as cost of funds, margin, and risk premium, and determine the rate of interest to be charged for loans and advances.
- 7.2. The rate of interest, the approach for gradation of risk, and the rationale to charge different rates of interest to different categories of borrowers shall be disclosed to the borrower or customer in the application form and communicated explicitly in the sanction letter.

- 7.3. The rates of interest and the approach for the gradation of risks shall be made available on the **website of the company** or published in the **relevant newspapers**. The information so published shall be updated as and when there are any changes in the rates of interest.
- 7.4. The rate of interest shall be charged annually so that the borrower is aware of the exact rates that shall be charged to the account.
- 7.5. JSS shall charge a reasonable rate of interest that is both sustainable and conform to normal financial practice.

8. Non-Discrimination Clause

- 8.1. JSS shall not discriminate in extending its products and facilities including loan facilities to its applicants on the grounds of gender, race, religion or on the grounds of disability to physically/visually challenged applicants.
- 8.2. The Company shall diligently provide financial services or products to borrowers with disabilities, ensuring compliance with applicable laws and international conventions.
- 8.3. The Grievance Redressal Mechanism of the Company ensure effective resolution of grievances raised by persons with disabilities.

9. Key Facts Statement for Loans & Advances

- 9.1. JSS shall add the KFS in all applicable cases of all retail and MSME term loans products extended by the Company. In which Credit card receivables are exempted from the provisions which are mentioned below:
 - 9.1.1.1. The KFS shall be written in a language which is understood by the borrowers.

- 9.1.1.2. The Company shall provide a KFS to all prospective borrowers to help them take an informed view before executing the loan agreement.
- 9.1.1.3. The Company shall mention the unique proposal number.
- 9.1.1.4. The KFS shall also include a computation sheet of annual percentage rate (APR) and the amortisation schedule of the loan over the loan tenor. APR will include all charges which are levied by the NBFC.
- 9.1.1.5. The Company shall not charge any fees, charges, etc. which is not mentioned in the KFS, without the consent of the borrower.
- 9.1.1.6. The KFS shall also be included as a schedule which is exhibited as part of the loan agreement.

10. Penal Charges & Interest Rate

Penal Charges

- 10.1. JSS shall levy **“penal charges”** on delayed payments from its borrowers on the advances. Penal charges shall be levied on the overdue amount of the loan and not on the entire loan amount and the same shall be communicated to the borrower in bold in the loan agreement.
- 10.2. Penalty charged for non-compliance of material terms and conditions of loan contract shall be treated as “penal charges”. There shall be no further interest computed on such charges.
- 10.3. The amount of penal charges shall be reasonable and commensurate with the non-compliance of material terms and conditions of the loan contract without being discriminatory within a particular loan/product category.

- 10.4. The Company may charge interest on unpaid interest (Including on unpaid EMI) at the contracted rate of interest till the date
- 10.5. The penal charges in the event of loans sanctioned to individual borrowers, for purposes other than business, shall not be higher than the penal charges applicable to non-individual borrowers for similar non-compliance of material terms and conditions.
- 10.6. The quantum and reason for the penal charges shall be disclosed by JSS to the customers/borrowers in the loan agreement and significant Terms & Conditions including Key Fact Statement shall be displayed on the website of the Company under “Interest Rate and Service Charges”.
- 10.7. The applicable penalties and reason thereof shall be communicated along with a reminder for non-compliance with material terms and conditions of the loan as and when are sent to the borrowers.

Interest Rate

- 10.8. The interest rate shall be charged from the date of actual disbursement of the funds and not from the date of sanction of loan/execution of loan agreement. In the instance of, disbursal of a loan by cheque it shall be from the day it is handed over to the borrower/customer and not from the date of the cheque.
- 10.9. In the event of disbursal or repayment of loans during the course of the month, the Company shall charge interest only for the period for which the loan was outstanding and not for the entire month.
- 10.10. If the Company collects one or more instalments in advance at the time of loan disbursal, interest shall be charged only on the remaining outstanding loan amount.

- 10.11. The Company has a separate **‘Penal Charges and Interest Rate Policy’** wherein the applicability of the penal charges/penal interest/Interest Rate Charged mandated by RBI under the above-mentioned master direction are strictly adhered to by the Company and the same shall be put on the website of the Company.

11. Reset of floating interest rate on EMI-based personal loans

- 11.1. Prior to sanctioning of loans, the Company shall take into account the repayment capacity of the borrowers to ensure the availability of adequate headroom/Margin to elongate tenor/increase in EMI, if there's a possibility of an increase in the external benchmark rate during the tenure of the loan.
- 11.2. The Company shall communicate to the borrowers of the change in benchmark interest rate on the loan leading to a change in EMI and/or tenor or both, as per the separate **‘EMI policy’** of JSS.
- 11.3. JSS has a separate EMI Policy structured as per the above-mentioned directions issued by the RBI.

12. Pre – Payment Charges on Loans

- 12.1. The Company shall not levy pre – payment charges on any floating rate term loan sanctioned for the purposes other than business to individual borrowers, with or without co-obligant(s).
- 12.2. In case of cash credit/overdraft facilities, pre – payment charges on closure of the facility before the due date shall be levied on an amount not exceeding the sanction limit.
- 12.3. In case where borrower intimates the company of his/her intention not to renew the facility before the period as

stipulated in the loan agreement, so there are no pre-payment charges on cash credit/overdraft facilities.

12.4. The JSS shall not levy any charges where pre-payment is effected at the instance of the company.

12.5. The Company shall not levy any charges/fees retrospectively at the time of pre – payment of loans, which were waived off earlier.

12.6. The Company shall not charge any pre – payment charges if it is not mentioned in the sanction letter, loan agreement and in Key Fact Statement (KFS).

13. Responsibility of the Board of Directors

13.1. The Board of Directors shall lay down an appropriate grievance redressal mechanism within the Company.

13.2. The Mechanism shall ensure that the disputes arising out of the decisions of the Company are heard and disposed of at least at the next higher level.

14. Mode of Communication

14.1. This Code shall be in the vernacular language or the language as understood by the borrower.

15. Public Disclosure

15.1. The Company shall put the board-approved Fair Practice Code on its website.

16. Miscellaneous

16.1. The Company shall refrain from interference in the affairs of the borrower except for the purpose provided in the terms and conditions of the loan agreement (unless information, not earlier disclosed by the borrower, has been noticed).

16.2. In the event of a request from the borrower for the transfer of the borrowal account, the consent or otherwise, if the

Company has an objection to the same it shall be conveyed to the borrower within 21 days from the date of receipt of request. Such transfer shall be as per the transparent contractual terms in consonance with the law.

16.3. To recover outstanding dues, the Company shall not resort to,

- (i) intimidation or undue harassment of any kind meaning verbal or physical against any person in their debt collection efforts,
- (ii) shall not be bothering persistently to the borrowers at odd hours,
- (iii) humiliate publicly or intrude upon the privacy of the debtors' family members, referees and friends,
- (iv) sending inappropriate messages either on mobile or through social media,
- (v) making threatening and/ or anonymous calls,
- (vi) making false and misleading representations,
- (vii) use muscle power for recovery of loans/overdue amount,
- (viii) rude behaviour by Company's staff,

16.4. The Company or its representatives shall not call delinquent customers/borrowers Before 08:00 A.M and After 19:00 P.M, unless special circumstances of the borrower's business require them to call.

16.5. The Company shall provide training to its staff to ensure they engage with customers in a professional and appropriate manner.

16.6. The Company shall not charge foreclosure charges/pre-payment penalties on any floating rate term loan sanctioned for purposes other than business to individual borrowers with or without co-obligant.

- 16.7. The Company shall arrange for enforcing security charged to it of the delinquent borrower, if required, with an aim only to recover dues and will not be aimed at whimsical deprivation of the property.
- 16.8. The Company shall ensure that the entire process of enforcing its security, valuation and realization thereof be fair and transparent.

17. Privacy of the Customer Information

- 17.1. Customer's information shall be kept strictly confidential and private. It shall be disclosed to the third party only if Customer has been informed about such disclosure and consent has been obtained in writing, if there is a duty to the public to reveal such information, or as per the requirement of law.

18. Grievance Redressal System

- 18.1. JSS shall establish a Grievance Redressal Mechanism to effectively address and resolve customer complaints and concerns. This mechanism shall ensure that grievances are handled in a timely, fairly, and transparent manner, in accordance with the applicable regulatory guidelines and company policies.
- 18.2. The Customers who are to provide feedback or send in their complaints may use the following channels between **10:00 hours to 18:00 hours** from **Monday to Friday**. Following are the details of the Grievance Redressal officer:

(i) Name of the Grievance Redressal Officer:

Mr. Mehul Jain

(ii) Contact Details:

Write us at the mentioned address:

JSS Investment and Finance Private Limited

277, B. B. Ganguly Street, 1st Floor, Room No. 106,
Kolkata – 700012, West Bengal, India and,
ICS Square Ground Floor, No. 57, 8th Main Road, 3rd
Phase J.P Nagar, Bengaluru – 560078, Karnataka,
India

- 18.3. The Company shall display the contact details of the Grievance Redressal Officer and the complaint lodging portal of the RBI on their website, branch offices, or places where business is transacted.
- 18.4. The designated officer shall ensure that the genuine grievances of customers are redressed promptly and without delay. It shall be indicated that the Grievance Redressal Machinery of the JSS will also deal with the issue relating to services provided by the outsourced agency.
- 18.5. If the complaint has been received in writing, JSS shall endeavour to send an acknowledgment/response within **7 working days**. After examining the matter, the Company shall endeavour to send the customer its final response within one month/30 days or an intimation within one month/30 days seeking more time.
- 18.6. Details of the Grievance Redressal Officer along with the details of the escalation mechanism and the complaint lodging portal of the RBI shall be available on the website and branches of the Company.

19. Approval, Review and Updates

- 19.1. This policy shall be approved by the Board and reviewed once every year as and whenever there are any changes as per the guidelines/ directions issued by RBI or as and whenever it is found necessary to change the policy due to business needs.