



FEES & CHARGES POLICY
OF
INDCREDIT FINCAP PRIVATE LIMITED
(Formerly known as INDmoney Fincap Private Limited)

Document Control

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This document is the proprietary document of INDcredit Fincap Private Limited ("Company"). Any use or duplication of this document without express permission of the Company is strictly forbidden and illegal.

1. Objective

This Fees and Charges Policy outline the principles and regulatory framework governing the levy, disclosure, and recovery of all fees, charges, penalties applicable on Loan Against Mutual Funds (LAMF) offered by INDcredit Fincap Private Limited (“INDcredit”), including loans disbursed through digital lending platforms and through Lending Service Providers (“LSP”).

2. Scope and Applicability

This policy applies to Loan Against Mutual Funds (LAMF) originated, processed, or serviced by the Company whether sourced directly or through Lending Service Providers and Digital Lending Apps (“DLAs”).

3. Regulations

The policy ensures full compliance with the Reserve Bank of India (Non-Banking Financial Companies – Responsible Business Conduct) Directions, 2025 (“Responsible Business Conduct Directions”), promotes transparency, prevents overcharging, and safeguards customer interest.

4. Principles

- All fees and charges must be clearly disclosed to the borrower upfront in the Key Fact Statement (KFS) and loan agreement.
- No charge shall be levied, which is not explicitly mentioned in the KFS and agreed to by the borrower.
- Charges shall be reasonable, commensurate with actual service costs, and non-discriminatory.
- Fees and charges shall not be capitalized for the purpose of calculating APR or EMIs, except as permitted by regulation.

5. Penal Charges

In accordance with the afore-mentioned Directions, the Company shall follow the following aspects with respect to penal charges:

- INDcredit will not levy any penal interest on loan accounts. Instead, penal charge shall be applied only on the overdue interest under the loan facility. These charges will not be capitalized, compounded, or added to the base interest, and will be maintained distinctly in the system.
- Penal charges will be reasonable and non-discriminatory, subject to Board approval. They will be clearly disclosed in the loan agreement, and Key Fact Statement (KFS) and will not be hidden or bundled with interest. The Company shall not levy additional / fresh penal charges on the earlier outstanding amount of penal charges.
- The Company will ensure fair and transparent communication of such charges to borrowers through timely SMS/email/app notifications.

The Company reserves the right, at its sole discretion, to waive any penal charges that may be applicable under this policy. Such waivers shall be subject to and governed by the Company’s internal policies, procedures, and approval mechanisms as may be in force from time to time.

Please refer to Annexure-A for Schedule of charges providing details of all kinds of charges being levied by the Company.

The Schedule of charges shall be read in conjunction with the loan agreement and KFS issued to the borrowers separately.

6. Prepayment / Foreclosure Charges

No prepayment or foreclosure charges shall be levied on floating rate loans sanctioned to individual borrowers.

7. APR and KFS Requirements

- In accordance with the Reserve Bank of India (Non-Banking Financial Companies – Credit Facilities) Directions, 2025 and Responsible Business Conduct Directions, the Company shall compute and disclose the Annual Percentage Rate (“APR”) for each loan sanctioned, which reflects the total cost of credit to the borrower on an annualized basis. The APR includes the interest rate, processing fee, Annual maintenance charges, legal charges, and all other charges associated with the credit facility known at the time of sanction. The APR shall be calculated using a standardised formula and presented prominently in the Key Fact Statement (“KFS”), the loan agreement, and any sanction communication, ensuring full transparency to the borrower.
- KFS shall be mandatorily provided to the borrower before execution of the loan agreement or disbursement, as per the Reserve Bank of India (Non-Banking Financial Companies– Responsible Business Conduct) Directions, 2025. The KFS shall clearly mention all fees, charges, interest rate, APR, penal charges, recovery mechanisms, and cooling-off period, among other key terms. No charge or fee other than those disclosed in the KFS shall be recovered from the borrower at any stage. The KFS format shall be in line with the RBI-prescribed template and shared in a durable form (PDF or equivalent), with a timestamp and audit trail for evidentiary purposes.

8. Review and Governance

The Board of Directors shall approve and periodically review the Fees and Charges Policy. Significant changes, especially those impacting customer rights, shall be implemented only post Board approval.

9. Grievance Redressal

- Borrowers may approach the Grievance Redressal Officer in case of disputes related to charges.
- Any complaints or disputes regarding charges shall be resolved as per the Company's Grievance Redressal Policy

**Annexure -A
List of Fees & Charges**

Charge Name	Event Trigger	Amount (if applicable)
Processing Fee (includes RTA pledge costs) non- refundable	Line Creation	₹499 – ₹9,999 + GST
Bounce / Dishonour Charges	Payment Debit Failure.	₹199 – ₹799 + GST
Renewal Charges	Renewal Event	₹499 – ₹9,999 + GST
Liquidation / Sell-Off	Recovery or Voluntary Sell-Off	2% of proceeds + GST (Cap ₹999)
Additional Pledge Charges	Additional Collateral Pledge	₹499 – ₹9,999 + GST
Annual Maintenance Charge	,charged annually	₹499 – ₹9,999 + GST
Legal/Stamp/ Recovery Charges	On Actual basis	On Actual basis
Security unpledging charges	Unpledge event	Up to ₹499 per request
Bank Account Swap charges	Bank / mandate detail	Up to ₹499 per request
Foreclosure	Closure of loan account	NIL
Prepayment charge	NA	NIL

Late Payment charges

Amount of outstanding due under the Facility that continues to remain unpaid at the end of each day	Penal charges (to be calculated on a daily basis) (excl. GST)
Up to ₹250	₹10
₹251 – ₹500	₹25
₹501 – ₹1000	₹50
₹1001 – ₹2,500	₹100
₹2501 – ₹5000	₹250
₹5001 – ₹10,000	₹500
₹10,001 – ₹25,000	₹1,000
₹25,001 – ₹50,000	₹2,500
More than ₹50,001	₹5,000
