BLUE CHIP FINANCE PRIVATE LIMITED

FAIR PRACTICE CODE

(Framed pursuant to the Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023, as amended, read with the Reserve Bank of India (Digital Lending) Directions, 2025)

Document Title	Fair Practice Code
Company	Blue Chip Finance Private Limited ("BCFPL" / "the Company"), operating under the brand name "KAPITALOAN"
CIN	U74899DL1988PTC032931
RBI Certificate of Registration No.	B.14 - 01340
Regulatory Classification	Non-Deposit taking NBFC – Investment and Credit Company, Base Layer (NBFC-BL)
Version	1.0
Effective Date	18 June 2026
Frequency of Review	Annually, and as and when required by regulatory changes
Document Owner	Compliance Department of the Company
Document Approver	Board of Directors
Annexure	Annexure A – Customer Complaint Form

For Blue Chip Finance Private Limited

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Director

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1. Preamble

This Fair Practice Code ("FPC" or "the Code") has been framed by **Blue Chip Finance Private Limited** ("BCFPL" or "the Company"), a non-deposit taking Non-Banking Financial Company registered with the Reserve Bank of India ("RBI") vide Certificate of Registration No. B.14 - 01340, and classified as a Base Layer NBFC (NBFC-BL) under the RBI's Scale Based Regulatory framework. The Company carries on its lending business under the brand name **"KAPITALOAN"**, through its digital lending application(s) and website (www.bluechipfinance.co). All references in this Code to "KAPITALOAN" are references to the Company.

The Code has been devised in accordance with the guidelines on Fair Practices Code for NBFCs contained in the **Master Direction – Reserve Bank of India (Non-Banking Financial Company – Scale Based Regulation) Directions, 2023** dated October 19, 2023, as amended from time to time, read with the **Reserve Bank of India (Digital Lending) Directions, 2025**, the RBI circular on "Fair Lending Practice – Penal Charges in Loan Accounts", the RBI instructions on "Reset of Floating Interest Rate on EMI based Personal Loans", the RBI instructions on Key Facts Statement (KFS) for loans and advances, and other applicable directions, circulars and notifications issued by the RBI from time to time (collectively, the "RBI Guidelines"). The RBI Guidelines inter alia cover general principles on adequate disclosure of the terms and conditions of a loan and the adoption of non-coercive recovery methods.

In the event of any inconsistency between this Code and the RBI Guidelines, the RBI Guidelines shall prevail, and the Code shall be deemed to stand modified to that extent.

2. Purpose

The Company has put in place this Code with an endeavour to achieve synchronisation of best practices when dealing with its stakeholders, including customers, employees, service providers and vendors. The Company's fair lending practices shall apply across all aspects of its operations, including marketing, loan origination, processing, servicing, collection and recovery activities. The Company's commitment to the Code shall be demonstrated in terms of employee accountability, monitoring and auditing programmes, training and technology.

The Board of Directors and the management of the Company are responsible for establishing practices designed to ensure that the Company's operations reflect a strong commitment to fair lending, and that all employees, Lending Service Providers and other agents engaged by the Company are aware of, and comply with, that commitment.

3. Definitions

In this Code, unless the context otherwise requires:

(a) "Annual Percentage Rate" or "APR" means the annual cost of credit to the borrower, which includes the interest rate and all other charges associated with the loan, expressed as an annualised percentage rate;

(b) "Authorised Representative" means a person, other than an Advocate, duly appointed and authorised by a complainant to act on the complainant's behalf and represent the complainant in proceedings for the consideration of the complaint;

(c) "Board" means the Board of Directors of the Company;

(d) "Company" or "BCFPL" means Blue Chip Finance Private Limited, including its brand "KAPITALOAN";

(e) "Complaint" means any representation or allegation made in writing or through electronic means containing a grievance alleging deficiency in service on the part of the Company;

(f) "Cooling-off / Look-up Period" means the period of time from the date of disbursal of a digital loan, as determined by the Board, during which the borrower may exit the loan by paying the principal and the proportionate APR without any penalty;

(g) "Digital Lending Application / Platform" or "DLA" means the mobile and/or web-based application(s) of the Company (including the KAPITALOAN application) or of its Lending Service Providers, with user interface that facilitates digital lending;

(h) "Grievance Redressal Officer" or "GRO" means the officer designated by the Company to resolve complaints of its customers, including complaints against its DLAs and Lending Service Providers;

(i) "Key Facts Statement" or "KFS" means a statement of key facts of a loan agreement, in simple and easy-to-understand language, provided to the borrower in the standardised format prescribed by the RBI;

(j) "Lending Service Provider" or "LSP" means an agent of the Company who carries out one or more of the lender's functions or part thereof in customer acquisition, underwriting support, pricing support, servicing, monitoring, or recovery of a specific loan or loan portfolio, in conformity with applicable outsourcing guidelines of the RBI;

(k) "Ombudsman" means any person appointed under the Reserve Bank – Integrated Ombudsman Scheme, 2021 ("RB-IOS"), as amended from time to time; and

(l) "Settlement" means an agreement reached by the parties, either by conciliation or mediation.

Words and expressions used but not defined in this Code shall have the meanings assigned to them under the RBI Guidelines, the Reserve Bank of India Act, 1934, or the Companies Act, 2013, as applicable.

4. Key Commitments

The essence of the Code lies in the following commitments, which the Company shall strive to follow in letter and in spirit:

- To provide professional, efficient, courteous, diligent and speedy services.

- Not to discriminate on the basis of religion, caste, sex, descent, or physical disability in any manner.
- To be fair and honest in all advertisement and marketing of loan products, and not to make claims that are misleading or incapable of being fulfilled.
- To provide customers with accurate and timely disclosure of terms, costs, rights and liabilities in respect of loan transactions, including through the Key Facts Statement.
- If sought, to provide assistance or advice to customers seeking loans.
- To attempt, in good faith, to resolve any disputes or differences with customers through the grievance redressal mechanism established within the organisation.
- To comply with all applicable regulatory requirements in good faith.
- To use governance structures that provide appropriate oversight in the areas of audit, risk management and conflicts of interest, and to implement compensation and other policies that align the interests of owners and management.
- To seek to confirm that funds do not flow to entities that utilise child or forced labour or maintain discriminatory policies against religion or gender.
- To ensure compliance with all Indian regulations prescribed by the Reserve Bank of India and other applicable authorities.

5. Guidelines on Fair Practice Code

I. Applications for loans and their processing

- All loan products of the Company shall be as set out in, and governed by, the Board-approved Loan / Credit Policy of the Company.
- All communications to the borrower shall be in English or, at the borrower's option, in a vernacular language understood by the borrower.
- Loan application forms / digital loan journeys of the Company shall include all necessary information which affects the interest of the borrower, including the nature of security required (if any), fees / charges payable for processing, the non-refundable nature of fees (including in the case of non-acceptance of the loan proposal), pre-payment options, and the list of documents / information required for considering the loan application, 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.
- The Company shall provide the borrower a Key Facts Statement (KFS) in the prescribed format prior to the execution of the loan agreement, disclosing inter alia the APR, all fees and charges, the recovery mechanism, details of the Grievance Redressal Officer, and the cooling-off / look-up period. No fee or charge not disclosed in the KFS shall be charged to the borrower at any stage during the tenor of the loan without the borrower's explicit consent.

- The Company shall devise a system of giving acknowledgement (including electronic acknowledgement) for receipt of all loan applications, indicating the time frame within which applications will be disposed of.

Time norms for disposal of loan applications:

S. No.	Category of customer and size of limit	Time norms for disposal after submission of all required papers / information sought by the Company
1	All categories of customers, for any amount of loan	Up to 60 days, or such shorter time as communicated in the loan journey, or such time as mutually agreed with the customer

- On exercise of choice, the customer shall be given the relevant information about the loan product of the customer's choice.
- The customer shall be explained the processes involved till sanction and disbursement of the loan and shall be notified of the time frame within which all the processes will ordinarily be completed.

II. Loan appraisal and terms and conditions

- The Company shall scrutinise the information submitted by the customer, and any additional data required shall be called for promptly to facilitate expeditious disposal of the loan application. Credit assessment shall be based on the borrower's creditworthiness and repayment capacity and shall not rely on automated increases in credit limits without the borrower's explicit request and consent.
- The Company shall convey in writing (including by electronic means), by way of a sanction letter / term sheet or other written communication, the key terms and conditions of the sanctioned loan, including:
    - the amount of loan sanctioned, along with the terms and conditions, including the annualised rate of interest and the APR, and the method of application thereof;
    - details of penal charges (expressed as a specific amount or percentage, as applicable) payable for non-compliance with material terms and conditions of the loan contract, which shall be mentioned in bold in the loan agreement;
    - acceptance of the terms and conditions and other caveats governing the credit, arrived at after negotiation;
    - terms of enforcement of security, if any; and
    - all other information relevant from the point of view of the loan and all parties involved.

- The acceptance of the terms and conditions by the borrower shall be obtained and kept on record.
- The Company shall furnish a copy of the loan agreement, along with a copy of each enclosure quoted in the loan agreement, to every borrower at the time of sanction / disbursement of the loan. For digital loans, digitally signed copies of the KFS, the loan agreement, sanction letter, terms and conditions, account statements, and privacy policies of the Company / LSPs shall automatically flow to the borrower on the borrower's registered and verified email / SMS upon execution of the loan contract.
- Wherever possible, reasons for rejection of a loan application shall be conveyed to the applicant.

III. Penal charges in loan accounts

In alignment with the RBI circular on "Fair Lending Practice – Penal Charges in Loan Accounts" and the instructions contained in the RBI Guidelines, the Company shall observe the following:

- Penalty, if charged for non-compliance with material terms and conditions of the loan contract by the borrower, shall be treated as 'penal charges' and shall not be levied in the form of 'penal interest' added to the rate of interest charged on the advances.
- There shall be no capitalisation of penal charges, i.e., no further interest shall be computed on such charges. This shall not affect the normal procedure for compounding of interest in the loan account.
- The Company shall not introduce any additional component to the rate of interest and shall ensure compliance with these guidelines in both letter and spirit.
- The Company shall maintain a Board-approved policy on penal charges or similar charges on loans.
- The quantum of penal charges shall be reasonable and commensurate with the non-compliance with material terms and conditions of the loan contract, without being discriminatory within a particular loan / product category.
- Penal charges in the case 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.
- The quantum and reason for penal charges shall be clearly disclosed to the customer in the loan agreement, the most important terms and conditions, and the Key Facts Statement, in addition to being displayed on the Company's website under 'Interest Rates and Service Charges'.
- Whenever reminders for non-compliance with material terms and conditions are sent to borrowers, the applicable penal charges shall be communicated. Any instance of levy of penal charges, and the reason therefor, shall also be communicated to the borrower.

IV. Disbursement of loans including changes in terms and conditions

- The Company shall give notice / intimation (including over email or through the DLA) to the borrower of any change in the terms and conditions of the loan, including the disbursement schedule, interest rates, service charges, prepayment charges, and other applicable fees / charges.
- Changes in interest rates and charges shall be effected only prospectively. A suitable condition in this regard shall be incorporated in the sanction letter and/or loan agreement.
- Any decision to recall / accelerate payment or performance under the loan agreement shall be in consonance with the sanction letter and/or the loan agreement. Before recalling / accelerating payment or performance, or seeking additional securities, the Company shall give notice to the borrower in consonance with the loan agreement.
- The Company shall release all securities, if any, on repayment of all dues or on realisation of the outstanding amount of the loan, subject to any legitimate right or lien for any other claim the Company may have against the borrower. If such right of set-off is to be exercised, the borrower shall be given notice about the same, 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 / paid.
- Disbursals of digital loans shall be executed directly into the bank account of the borrower, and repayments shall be executed directly into the Company's bank account, without any pass-through account or pool account of any third party, except as specifically permitted under the RBI (Digital Lending) Directions, 2025.
- All communications and acceptances (including amendments and addenda) with the customer in relation to sanctions / facilities / loans / mandates / proposals shall be in writing (including electronic records) and preserved for a minimum period of eight years, or such longer period as required under applicable law.

V. Responsible lending conduct – release of movable / immovable property documents

The Company's present product suite comprises unsecured personal / consumer loans. However, where any loan is secured by movable / immovable property documents, the Company shall, in line with the RBI instructions on "Responsible Lending Conduct – Release of Movable / Immovable Property Documents on Repayment / Settlement of Personal Loans":

- release all original movable / immovable property documents and remove charges registered with any registry within a period of 30 days after full repayment / settlement of the loan account;
- give the borrower the option of collecting the original documents either from the branch / office where the loan account was serviced or from any other office of the Company where the documents are available, as per the borrower's preference;
- mention the timeline and place of return of original documents in the loan sanction letter;

- in the event of loss / damage to the original documents, assist the borrower in obtaining duplicate / certified copies and bear the associated costs, in addition to paying applicable compensation; and
- compensate the borrower at the rate prescribed by the RBI (presently ₹5,000 for each day of delay) for any delay beyond the prescribed timeline attributable to the Company, without prejudice to the borrower's other rights under applicable law.

VI. Reset of floating interest rate on Equated Monthly Instalment (EMI) based personal loans

(A) At the time of sanctioning EMI-based floating rate personal loans, the Company shall take into account the repayment capacity of borrowers to ensure that adequate headroom / margin is available for elongation of tenor and/or increase in EMI in the event of changes in the external benchmark / reference rate during the tenor of the loan. To address grievances relating to elongation of loan tenor and/or increase in EMI without proper communication or consent, the Company shall implement a policy framework in accordance with the following requirements:

- clearly communicate to borrowers the possible impact of changes in the benchmark interest rate on the loan, leading to changes in the EMI and/or tenor; any subsequent increase in the EMI / tenor or both shall be communicated to the borrower immediately through appropriate channels;
- provide borrowers the option, at the time of an interest rate reset, to switch to a fixed rate in accordance with the Company's Board-approved policy, which shall specify the number of times a borrower is permitted to switch during the tenor of the loan;
- give borrowers the choice to opt for (a) enhancement in EMI or elongation of tenor, or a combination of both; and (b) prepayment, in part or in full, at any point during the tenor of the loan; levy of foreclosure charges / pre-payment penalty, if any, shall be subject to the terms and conditions of the loan approval documents and applicable RBI instructions;
- transparently disclose all applicable charges for switching from floating to fixed rate, and any other service / administrative charges, in the sanction letter and at the time of periodic revision of such charges;
- ensure that elongation of tenor in the case of floating rate loans does not result in negative amortisation; and
- share / make accessible to borrowers, through appropriate channels, a quarterly statement enumerating the principal and interest recovered to date, the EMI amount, the number of EMIs remaining, and the annualised rate of interest / APR for the entire tenor of the loan; such statements shall be simple and easily understood by the borrower.

(B) These instructions shall apply, mutatis mutandis, to all equated instalment-based loans of different periodicities.

(C) The Company shall extend the above instructions to existing as well as new loans, and existing borrowers shall be sent communications, through appropriate channels, intimating the options available to them.

VII. Digital lending – additional conduct requirements

As the Company sources and services loans primarily through digital channels, the Company shall, in addition to the other provisions of this Code, comply with the Reserve Bank of India (Digital Lending) Directions, 2025, including the following:

- Loans shall be sourced only through the Company's own DLA(s) / website or through DLAs of Lending Service Providers duly engaged by the Company. The Company shall publish, on its website, the list of its DLAs and LSPs (with their activities) and shall report its DLAs on the RBI's Centralised Information Management System (CIMS) portal / public directory of DLAs, as required.
- The Company shall ensure that its LSPs and DLAs comply with this Code and the applicable RBI Guidelines; responsibility for all acts and omissions of LSPs shall remain with the Company.
- A Key Facts Statement containing the APR, recovery mechanism, GRO details and cooling-off period shall be provided to the borrower before execution of the contract; any fee or charge not disclosed in the KFS shall not be charged to the borrower.
- Any fees, charges or commissions payable to LSPs shall be paid directly by the Company and shall not be charged by the LSP to the borrower.
- The borrower shall be given an explicit option to exit a digital loan during the cooling-off / look-up period, as determined by the Board, by paying the principal and the proportionate APR, without any penalty.
- There shall be no automatic increase in credit limit without the explicit request and consent of the borrower.
- Collection of data by the Company's DLAs / LSPs shall be need-based and with the prior, explicit, auditable consent of the borrower. The DLAs shall not access mobile phone resources such as files and media, contact lists, call logs or telephony functions; one-time access for camera, microphone and location, where necessary for KYC / onboarding, may be taken with the borrower's explicit consent. Borrowers shall have the option to deny or revoke consent to the use of specific data, to restrict disclosure to third parties, and to require deletion of their data in accordance with applicable law.
- The Company shall prominently display its privacy policy, and ensure its LSPs / DLAs display theirs, covering the storage, usage and protection of customer data.
- At the time of sanction and at the time of assignment of any recovery activity, the borrower shall be informed of the particulars of the LSP / recovery agent authorised to approach the borrower for recovery.

- Lending done through the DLAs shall be duly reported to Credit Information Companies, irrespective of the nature or tenor of the loan.

VIII. General provisions

- The Company shall not interfere in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement, unless information not earlier disclosed by the borrower comes to the notice of the Company.
- In case of receipt of a request from the borrower for transfer of the borrowal account, the consent or otherwise, i.e., any objection of the Company, shall be conveyed within 21 days from the date of receipt of the request. Such transfer shall be as per transparent contractual terms in consonance with law.
- In the matter of recovery of loans, the Company shall not resort to undue harassment, viz., persistently bothering borrowers at odd hours, use of muscle power for recovery of loans, or similar coercive methods. If the customer does not adhere to the repayment schedule, a defined process in accordance with the laws of the land shall be followed for recovery of dues, involving reminders by notice, electronic communication, and/or personal visits. In case of default, the Company may refer the case to an authorised recovery agent and shall inform the customer of the recovery proceedings being initiated and the particulars of the recovery agent. The Company shall ensure that its staff and agents are adequately trained to deal with customers in an appropriate manner and to handle customer queries and grievances cordially.
- All fees / charges / interest shall be payable as per the Board-approved Interest Rate Policy of the Company or as per mutually agreed terms, as disclosed in the KFS and the loan agreement.
- Post-disbursement supervision shall be constructive, and genuine difficulties which the customer may face shall be given due consideration. The Company shall consider cases of financial difficulty appropriately; customers should identify problems and notify the Company as soon as possible.
- All personal information of the customer shall be kept confidential and shall not be disclosed to any third party unless agreed to by the customer in writing or through recorded electronic consent. For this purpose, ‘third party’ excludes law enforcement agencies, Credit Information Companies, the RBI, other banks and financial institutions, and any other state, central or other regulatory body.
- Customer information may be revealed only under the following circumstances: (a) if the Company is compelled by law; (b) if it is in the public interest to reveal the information; or (c) if the legitimate interests of the Company require disclosure.

IX. Responsibility of the Board of Directors

The Board of the Company has laid down an appropriate grievance redressal mechanism within the organisation, as detailed in Section X below. Such mechanism shall ensure that all disputes arising out of the decisions of the Company's functionaries are heard and disposed of at least at the next higher level. The Board shall also provide for a periodical review of the compliance of this Code and of the functioning of the grievance redressal mechanism at various levels of management. A consolidated report of such reviews shall be submitted to the Board at regular intervals, and at least annually.

X. Grievance Redressal Mechanism

The Board has laid down a Grievance Redressal Policy in compliance with the regulations applicable to the Company. The Company shall resolve complaints and grievances through the following escalation matrix:

Level 1 – Customer Care: The borrower may raise a query or complaint through the in-app / website grievance lodging facility, or by writing to the customer care email or calling the customer care number stated below. The Company shall endeavour to acknowledge complaints within 48 hours and resolve them within 7 working days.

Level 2 – Grievance Redressal Officer: If the complaint is not resolved at Level 1 within the indicated time, or if the customer is not satisfied with the resolution, the customer may escalate the complaint to the Grievance Redressal Officer, whose contact details are set out in Section 8 of this Code and are displayed on the Company's website, DLA and Key Facts Statement.

Level 3 – Principal Nodal Officer: If the customer remains dissatisfied, the complaint may be escalated to the Principal Nodal Officer, whose contact details are set out in Section 8 of this Code.

Level 4 – RBI Ombudsman: If the complaint / dispute is not redressed within a period of 30 days from the date of its receipt by the Company, or if the customer is not satisfied with the response, the customer may lodge a complaint with the RBI Ombudsman under the Reserve Bank – Integrated Ombudsman Scheme, 2021, in the manner set out in Section 7 of this Code. For the benefit of customers, the name and contact details of the Grievance Redressal Officer and the salient features of the RB-IOS shall be displayed on the Company's website and DLA.

The Company shall display the following notice at its registered office / offices and on its website: "If the complaint / dispute is not redressed within a period of one month, the customer may appeal to the Officer-in-Charge of the Regional Office of the Department of Supervision of the Reserve Bank of India, under whose jurisdiction the registered office of the Company falls."

XI. Language and mode of communicating the Code

- This Code has been prepared in English, based on the RBI Guidelines, and has been approved by the Board.
- The Company shall also make the Code available in regional / vernacular languages for customers who are unable to read English.

- The Code shall be put up on the Company's website (www.bluechipfinance.co) and made accessible on its DLA, for the information of all stakeholders.

XII. Regulation of excessive interest charged

- The Board has adopted an Interest Rate Model / Policy taking into account relevant factors such as cost of funds, margin and risk premium, to determine the rate of interest to be charged for loans and advances. The rate of interest, the approach for gradation of risk, and the rationale for charging different rates of interest to different categories of borrowers shall be disclosed to the borrower in the application form / loan journey and communicated explicitly in the sanction letter and KFS.
- The rates of interest and the approach for gradation of risks shall also be made available on the website of the Company and shall be updated whenever there is a change. The rate of interest charged shall be an annualised rate, so that the borrower is aware of the exact rate that would be charged to the account.
- The rate of interest and other charges shall not be excessive, and shall conform to the Board-approved Interest Rate Policy, which shall lay down appropriate internal principles, procedures and ceilings.

XIII. Complaints about excessive interest charged

The Board has laid out an Interest Rate Policy setting out internal principles and procedures for determining interest rates, processing charges and other charges. Complaints alleging excessive interest or charges shall be dealt with under the grievance redressal mechanism set out in Section X, and the Company shall review such complaints to ensure that rates and charges levied are in conformity with the Interest Rate Policy.

XIV. Loan facilities to the physically / visually challenged

The Company shall not discriminate in extending products and facilities, including loan facilities, to physically / visually challenged applicants on grounds of disability. All offices and digital channels of the Company shall render all possible assistance to such persons for availing of the Company's products and services. The Company shall include a suitable module containing the rights of persons with disabilities guaranteed to them by law and international conventions in all training programmes conducted for its employees at all levels, and shall ensure redressal of grievances of persons with disabilities under the grievance redressal mechanism.

XV. Provisions not presently applicable to the Company

- Repossession of vehicles financed: The Company does not presently carry on vehicle financing; accordingly, the RBI stipulations on repossession clauses in vehicle loan agreements are not presently applicable. Should the Company commence vehicle financing, this Code shall be suitably amended to incorporate the prescribed provisions.

- Lending against collateral of gold jewellery: The Company does not presently lend against the collateral of gold jewellery; accordingly, the related RBI stipulations are not presently applicable and shall be incorporated if such business is commenced.
- NBFC-MFI: The Company does not envisage carrying out NBFC-MFI / microfinance activities; therefore, the fair practice guidelines specific to NBFC-MFIs and microfinance loans are not applicable to the Company.

XVI. Other instructions

- Documentation across all offices and digital channels of the Company shall be standardised.
- The Company shall not issue misleading advertisements, including claims of availability of loans within unrealistic timelines or on terms that are not actually offered.
- The Company shall not charge foreclosure charges / pre-payment penalties on floating rate term loans sanctioned to individual borrowers for purposes other than business, in accordance with applicable RBI instructions.

6. Grounds of Complaints

Any person may file a complaint with the Company and, subject to the RB-IOS, with the Ombudsman having jurisdiction, on any of the following indicative grounds alleging deficiency in service:

(a) failure to convey in writing the amount of loan sanctioned along with the terms and conditions, including the annualised rate of interest and the method of application thereof;

(b) failure or refusal to provide the sanction letter / terms and conditions of sanction in English or a language understood by the borrower;

(c) failure or refusal to provide adequate notice of proposed changes in the sanctioned terms and conditions in English or a language understood by the borrower;

(d) failure or inordinate delay in releasing security / property documents to the borrower on repayment of all dues;

(e) levy of charges without adequate prior notice to the borrower / customer, or levy of fees / charges not disclosed in the Key Facts Statement;

(f) failure to provide the contract / loan agreement or enclosures referred to therein;

(g) failure to ensure transparency in the contract / loan agreement;

(h) non-observance of directions issued by the Reserve Bank to non-banking financial companies; and

(i) non-adherence to any of the other provisions of the RBI Guidelines on Fair Practices Code applicable to the Company under the Scale Based Regulation framework.

The Ombudsman may also deal with such other matters as may be specified by the Reserve Bank from time to time in this behalf.

7. Procedure for Filing Complaints and Escalation to the RBI Ombudsman

(a) A complaint to the Company, when in writing, shall be duly signed by the complainant or the complainant's Authorised Representative and shall, as far as possible, be in the format provided under Annexure A, stating clearly:

- the name and address of the complainant;
- the name and address of the office of the Company against which the complaint is made;
- the facts giving rise to the complaint;
- the nature and extent of the loss caused to the complainant; and
- the relief sought.

(b) A complaint made through electronic means (including through the DLA, website or email) shall also be accepted by the Company, and a record of every such complaint shall be maintained.

(c) If the complaint is rejected wholly or partly by the Company, or if the complainant does not receive a reply within 30 days of lodging the complaint, or is not satisfied with the reply, the complainant may lodge a complaint with the RBI Ombudsman under the Reserve Bank – Integrated Ombudsman Scheme, 2021:

- online, on the RBI Complaint Management System portal at https://cms.rbi.org.in;
- by email or physical mode to the Centralised Receipt and Processing Centre (CRPC), Reserve Bank of India, 4th Floor, Sector 17, Chandigarh – 160017 (email: crpc@rbi.org.in); or
- through the RBI Contact Centre toll-free number 14448 for assistance in filing complaints.

(d) The Ombudsman shall also entertain complaints covered by the Scheme received from the Central Government, the Reserve Bank, or other financial regulators and forwarded for disposal.

8. Contact Details – Customer Care, Grievance Redressal Officer and Principal Nodal Officer

Customer Care

Customer care e-mail	care@bluechipfinance.co
Customer care phone	8796166221

Website	www.bluechipfinance.co
Registered office	2nd Floor, Plot No. 34, Udyog Vihar, Phase-4, Gurugram, Haryana,122015

Grievance Redressal Officer (GRO)

Name of Grievance Redressal Officer	Mr. Vikram
Designation	Grievance Redressal Officer
Contact No.	+91 97285 57785
E-mail address	grievance@bluechipfinance.co
Address	2nd Floor, Plot No. 34, Udyog Vihar, Phase-4, Gurugram, Haryana, 122015

Principal Nodal Officer (PNO)

Name of Principal Nodal Officer	Mr. Vikram
Designation	Senior Nodal Officer
Contact No.	+91 97285 57785
E-mail address	grievance@bluechipfinance.co

The above details shall also be prominently displayed on the Company's website, its digital lending application(s), the Key Facts Statement, and at its offices.

9. Review of the Code

This Code shall be reviewed by the Board annually, and as and when required on account of changes in the RBI Guidelines or the business of the Company. The Compliance Department shall be the owner of this document and shall be responsible for placing proposed amendments before the Board for approval. Any amendment to the RBI Guidelines shall be deemed to be incorporated into this Code with effect from the date such amendment comes into force, pending formal ratification by the Board.

Annexure A

CUSTOMER COMPLAINT FORM

(Form of complaint to be lodged with the Company / forwarded to the RBI Ombudsman, to be filled up by the complainant)

To:

The Grievance Redressal Officer,

Blue Chip Finance Private Limited (KAPITALOAN),

2nd Floor, Plot No. 34, Udyog Vihar, Phase-4, Gurugram, Haryana,122015
Dear Sir / Madam,

Sub: Complaint against ___________________ (name of office / digital platform) of Blue Chip Finance Private Limited (KAPITALOAN)

Details of the complaint are as under:

1. Name of the complainant: ________________________________
2. Full address of the complainant: ________________________________

   PIN Code: _____________ Phone No.: _____________ E-mail: _____________
3. Complaint against (name and full address of the office / platform):

   ____
4. Particulars of the loan account, if any (please state the number and nature of the account related to the subject matter of the complaint): ________________________________
5. (a) Date of representation, if any, already made by the complainant to the Company (please enclose a copy): _____________

   (b) Whether any reminder was sent by the complainant? YES / NO (please enclose a copy)
6. Subject matter of the complaint: ________________________________
7. Details of the complaint (if space is not sufficient, please enclose a separate sheet):

   ____
8. Whether any reply has been received from the Company within a period of 30 days of receipt of the complaint by it? YES / NO (if yes, please enclose a copy of the reply)
9. Nature of relief sought (please enclose a copy of documentary proof, if any, in support of your claim): ________________________________
10. Nature and extent of monetary loss, if any, claimed by way of compensation: ₹

    ____
11. List of documents enclosed: ________________________________

12. Declaration:

(i) I / We, the complainant(s), hereby declare that: (a) the information furnished herein above is true and correct; and (b) I / we have not concealed or misrepresented any fact stated in the above columns and in the documents submitted herewith.

(ii) The subject matter of the present complaint has never been brought before the Office of the RBI Ombudsman by me / us, or by any of the parties concerned with the subject matter, to the best of my / our knowledge.

(iii) The subject matter of the present complaint has not been decided by, and is not pending with, any forum / court / arbitrator.

(iv) I / We authorise the Company to disclose any such information / documents furnished by me / us as may be necessary and required for redressal of the complaint.

(v) I / We have noted the contents of the Reserve Bank – Integrated Ombudsman Scheme, 2021.

Yours faithfully,

____

(Signature of the complainant)

NOMINATION — (If the complainant wants to nominate a representative to appear and make submissions on the complainant's behalf, the following declaration should be submitted.)

I / We, the above-named complainant(s), hereby nominate Shri / Smt. ________________, who is not an Advocate and whose address is _________________________________, as my / our REPRESENTATIVE in all proceedings of this complaint, and confirm that any statement, acceptance or rejection made by him / her shall be binding on me / us. He / She has signed below in my presence.

ACCEPTED

____

(Signature of the Representative)

____

(Signature of the Complainant)

Note: If submitted online / through electronic means, the complaint need not be signed.