

# ROHA HOUSING FINANCE PVT. LTD.

## Co-Lending Policy

(As Reviewed by the Board of Director on December 30, 2025)

### Version-II

#### A. Document Control

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## **Co-Lending policy**

### **Introduction**

The Reserve Bank of India (RBI) issued a notification dated November 05, 2020, titled 'Co-Lending by Banks and NBFCs to Priority Sector' (referred to as 'Co-Lending Guidelines'). Further on 6<sup>th</sup> August 2025, RBI issued revised direction vide its circular RBI/DOR/2025-26/139 DOR.STR.REC.44/13.07.010/2025-26. CLA refers to an arrangement, formalised through an ex-ante agreement, between a RE which is originating the loans ('originating RE') and another RE which is co-lending ('partner RE'), to jointly fund a portfolio of loans, comprising of either secured or unsecured loans, in a pre-agreed proportion, involving revenue and risk sharing.

In alignment with regulatory requirements, Roha Housing Finance Pvt Limited (referred to as 'Company' or 'RHFPL') seeks to adopt this Co-Lending Model Policy ('Policy')-Version 2.0 with the approval of its Board of Directors.

### **Share of funding**

RHFPL under a CLA shall be required to retain a minimum 10 per cent share of the individual loans in its books.

### **Credit Policy / Credit Appraisal**

A detailed Standard Operating Process (SOP) would be created in discussion with the partner lenders following the co-lending Master Agreement being entered into, to suitably detail the Credit Appraisal process within the SOP. In accordance with the Company's credit norms, once a lender has agreed to commercial terms, credit evaluation will be done based on the Credit Policy of the Company and the SOP created with the partner lender including the credit appraisal terminology. Further, KYC of the customer shall be done as per the KYC Policy of the Company and the partner lender. The above terms shall be defined in detail under the co-lending credit norms to be mutually agreed with the co-lender. For all the cases sourced the Company shall abide by said norms.

### **Master Agreement or Co-lending Agreement**

The agreement to be entered between the RHFPL & its CLA partners shall include detailed terms and conditions of the arrangement; the criteria for selection of borrowers; specific product lines and areas of operation; fees payable for lending services, if any; provisions related to segregation of responsibilities; time frame for exchanging critical information; customer interface and customer protection issues and grievance redressal mechanism.

### **Loan Agreement**

The loan agreement signed with the borrower shall make an upfront disclosure regarding the segregation of the roles and responsibilities (such as sourcing, and servicing) of RHFPL & its partner, including clear identification of the entity being the single point of interface with the customer. Any subsequent change in customer interface shall only be done after prior intimation to the borrower. The loan-agreement shall also appropriately disclose suitable provisions related to customer protection, and grievance redressal mechanism.

### **Key Fact Statement**

All required details of CLA shall be disclosed appropriately to the concerned borrower as laid down under RBI Circular on 'Key Facts Statement (KFS) for Loans & Advances' dated April 15, 2024 as amended from time to time.

### **Priority Sector Lending**

RHFPL engaging in the CLA for loans eligible to be classified under priority sector lending in terms of Master Directions - Reserve Bank of India (Priority Sector Lending – Targets and Classification) Directions, 2025 (as amended from time to time), can claim priority sector status in respect of their share of credit under CLA.

### **Accounting Standard**

RHFPL shall adhere to the applicable accounting standards while booking of unrealised profits under CLAS (If applicable). However, such profits, shall be deducted from CET 1 capital or net owned funds for meeting regulatory capital adequacy requirement till the maturity of such loans.

### **Interest Rate and Other Fees/ Charges**

- The interest rate and any other fees / charges on the underlying loans charged to the borrower shall be based on the contractual agreement, subject to the regulatory norms applicable to the RHFPL & its partner. Specifically, the final interest rate charged to the borrower shall be the blended interest rate which is calculated as an average rate of interest derived from the interest rates charged by RHFPL & its partner, as per their internal lending policies and risk profile of the same or similar borrower, weighted by the proportionate funding share of RHFPL & its partner under CLA.
- Any change in rates by RHFPL & its partner under CLA will be made as per their credit policy and extant regulatory norms, and the same shall be reflected in the updated blended rate and communicated to the borrower.
- Any fees / charges payable by the borrower in addition to the blended interest rate shall be incorporated in computation of annual percentage rate (APR) and disclosed appropriately in the KFS.
- As part of the credit policy, the RHFPL shall lay down the objective criteria for fees/charges payable for lending services, depending upon relevant factors such as the nature of service provided, quantum of loan, etc. Such fees/ charges shall not involve, directly or indirectly, any element of credit enhancement/ default loss guarantee unless permitted otherwise.

### **Operational Arrangements**

- The CLA shall entail an irrevocable commitment on the part of RHFPL & its partner to take into its books, on back-to-back basis, its share of the individual loans as originated by the originating partner.
- The CLA shall ensure that the respective shares of the RHFPL & its partner are reflected in the books of both partners without delay after disbursement by the originating partner to the borrower, in any case not later than 15 calendar days from the date of disbursement.
- Originating partner shall also ensure that it transfers the loan under CLA to other partner, as per the ex-ante agreement and as specified in the KFS at the time of sanction of loan.
- If the originating partner is unable to transfer the share of the exposure to the other partner under CLA within 15 calendar days for any reason, then the loan/s shall remain on the books

of the originating partner and can be transferred to other eligible lenders only under the provisions of Master Directions – Transfer of Loan Exposure, 2021 (MD-TLE).

- RHFPL & its partner shall maintain a borrower’s account individually for its respective share. All transactions (disbursements / repayments) between the RHFPL & its partner, as well as with the borrower, shall be routed through an escrow account maintained with a bank (which could also be one of the partners involved in CLA). The agreement shall clearly specify the manner of appropriation between the originating and partners.
- RHFPL & its partner shall implement a business continuity plan to ensure uninterrupted service to their borrowers till repayment of the loans, in the event of termination of CLA between both the partners.
- A partner involved under CLA shall comply with the prescribed norms under the Master Direction - Know Your Customer (KYC) Direction, 2016 as amended from time to time. Other Partner may rely upon the originating partner for “Customer Identification Process” as per the provisions of the said Master Directions on KYC.
- RHFPL & its partner shall be guided by the fair practice code and grievance redressal mechanism as applicable to them.

#### **Reporting to credit information companies (CICs)**

RHFPL & its partner shall adhere to the extant requirements of reporting to CICs for their share of the loan account, as per the provisions of the Credit Information Companies (Regulation) Act, 2005 and the Rules and Regulations issued by RBI therein, from time to time.

#### **Default Loss Guarantee**

Originating RE may provide default loss guarantee up to five per cent of loans outstanding in respect of loans under CLA. Provision of such default loss guarantee shall be governed mutatis mutandis in terms of the MD-DLD as amended from time to time

#### **Asset Classification Norms**

RHFPL & its partner shall apply a borrower-level asset classification for its respective exposures to a borrower under CLA, implying that if either of the partner classifies its exposure to a borrower under CLA as SMA / NPA on account of default in the CLA exposure, the same classification shall be applicable to the exposure of the other RE to the borrower under CLA.

RHFPL shall put in place a robust mechanism for sharing relevant information in this regard on a near-real time basis, and in any case latest by end of the next working day.

#### **Transfer of Loan Exposures**

Any subsequent transfer of loan exposures originated under CLA to third parties, or any inter-se transfer of such loan exposures between RHFPL & its partner, shall be strictly in compliance with the provisions of MD-TLE. Such transfers to a third party, however, can be done only with the mutual consent of both the originating and partner.

#### **Disclosures**

In addition to the applicable disclosure requirements under extant regulations, RHFPL shall also prominently disclose on its website, a list of all active CLA partners.

RHFPL shall also make appropriate disclosures in their financial statements, under ‘Notes to Accounts’, relating to necessary details of CLAs on an aggregate basis. The details may inter alia

include quantum of CLAs, weighted average rate of interest, fees charged / paid, broad sectors in which CLA was made, performance of loans under CLA, details related to default loss guarantee, if any, etc. The disclosure shall be done on quarterly/annual basis, as applicable to RHFPL.