VENUS INDIA

Asset Finance Pvt. Ltd.

Fair Practice Code

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I. BACKGROUND

The Reserve Bank of India ("RBI") has prescribed directions on the Fair Practices Code ("FPC") vide its notification no. RBI/2006-07/138 DNBS (PD) CC No. 80/03.10.042/2005-06 dated September 27, 2006. These guidelines have been subsequently amended from time to time, including vide notification no. RBI/2012-13/416/DNBS.CC.PD.No.320/03.10.01/2012-13 dated February 18, 2013; further amended vide notification no. RBI/DoR/2023-24/105 DoR.FIN.REC.No.45/03.10.119/2023-24 dated October 19, 2023; updated vide notification no. RBI/DoR/2023-24/106 DoR.FIN.REC.No.45/03.10.119/2023-24 dated March 21, 2024; and most recently updated vide notification no. RBI/DOR/2025-26/362 DOR.MCS.REC.No.281/01-01-039/2025-26 dated November 28, 2025.

In accordance with the aforesaid Directions, Venus India Asset-Finance Private Limited (hereinafter referred to as (Venus/Company) has adopted the Fair Practices Code ("FPC"/ "Code").

This Code sets out the standards and practices to be followed by Venus in its dealings with clients/customers. Venus is registered with the RBI as a Non-systematically important, Non-deposit taking, Non-Banking Financial Company (NBFC) and is classified as an Investment and Credit Company.

II. APPLICATION OF THE CODE

Venus is engaged in the business of providing loans to institutional and non-institutional corporate clients etc. This Code shall be applicable to all the products and services offered by Venus.

III. OBJECTIVES OF THE CODE

This Fair Practice Code has been designed to:

- Objectively state the standards for dealing with clients.
- Increase transparency of commercials and service levels enabling clients to take an informed decision.
- Issue guidelines for internal staff on treating customer in a fair manner.
- Foster client confidence in the company

IV. KEY COMMITMENTS UNDER THE CODE

Our key commitments to our customers are as follows:

1. To Act fairly and reasonably in all our dealings with our clients:

- Meeting the commitments and standards in this Code, for the products and services we offer, and in the procedures and practices we follow.
- Ensuring that our dealings with the client rest on ethical principles of integrity and transparency

2. To help clients understand how our products work by:

- Ensuring that our advertising and promotional literature is clear and not misleading.
- Ensuring that clients are given clear information about our products, the terms and conditions and the interest rates/service charges, which apply to them.

3. Loan Proposals, Loan appraisal, Loan processing and its terms and conditions

- As part of the loan process, to inter-alia ensure utmost transparency, Venus provides all necessary information to the customer along with the sanction letters/LOI (Letter of Intent)/KFS (Key Fact Statements) as the case may be.
- All the communications with the customer will be in in vernacular language or the language understood by the customer.
- Venus has a Loan application form as provided in the Annexure-I below, that includes necessary information which are to be filled by the clients, and which shall be duly acknowledged by Venus.
- Venus scrutinizes the information and additional data submitted by the clients, if any required, should be called promptly to facilitate the expeditious disposal of the loan.
- Venus also provides the nature of security required, fees/charges, if any, payable for processing, foreclosure, pre-payment options, the amount of loan sanctioned along with the Key terms and conditions of the proposed exposure including annualized rate of interest and method of application thereof and the check list in respect of information/papers required for considering the loan.
- The client will be informed of the processes involved till sanction and disbursement of the loan and will be notified of the timeframe within which all the processes will be completed ordinarily.
- The client will also be informed of all the information which is relevant from the point of view of the transaction and all the parties involved.
- The Terms of enforcement of any security will be as per the Loan and the other allied documents executed between the parties.
- The procedure including timeline and place of return of original movable/immovable property documents shall be mentioned in the KFS.
- The client will also be informed about the details of the penal charges (expressed in percentage per annum) and the charges payable by them in relation to their loan account and the method of application thereof.
- All the above information will be part of the loan agreement expressed in writing and shall be duly approved by the client and countersigned by the authorized officials of Venus
- Venus will also furnish over email an execution version of the loan agreement along with a copy each of all enclosures quoted in the agreement to all the borrowers. Post disbursement of the Loan amount, the countersigned, stamped and notarized copy will be shared with the borrowers.

4. Timely disbursement of loans including changes in terms and conditions

- Upon the execution of the necessary documentation and completion of formalities, Venus shall ensure that the loan is disbursed at the earliest opportunity.

- Venus will give notice to the borrower of any change in the terms and conditions including disbursement schedule, interest rates, service charges, prepayment charges etc as per the executed Loan Agreement between the parties.
- Venus will also ensure that changes in interest rates and charges are affected only prospectively. A suitable condition in this regard will be incorporated in the loan agreement.
- Any decision to recall / accelerate payment or performance under the agreement will be in consonance with the loan agreement.
- "Venus" will release all securities on repayment of all dues or on realisation of the outstanding amount of loan subject to any legitimate right or lien for any other claim Venus may have against the borrower. If such right to set off is to be exercised, the borrower shall be given notice about the same with full particulars about the remaining claims and the conditions under which Venus is entitled to retain the securities till the relevant claim is settled/paid.

5. Interest rates and Penal charges in Loan accounts

- Venus adopts risk-based pricing with respect to the charging of interest and its computation. The interest is arrived at by taking into account factors such as borrower profile, available security, client reputation/positioning in the market /past track record, financial standing, cost of borrowing etc. The rate of interest is further dependent on the broad parameters like risk gradation of the client, tenor of the loan and type of the loan.
- Venus mentions the Annualized Rate of Interest and Penal Charges in bold in the sanction letters & Loan Agreements.
- **The rate of Interest charged by Venus, may vary from 12% – 24% p.a**. (based on the prevalent interest rate scenario, market conditions and track & credit record of the borrower/group/ Industry) which shall be more specifically mentioned in the executed loan agreements.
- Penalty, if charged by Venus, for non-compliance of terms and conditions of loan contract by the borrower shall be treated as 'penal charges' and is not levied in the form of 'penal interest' that is added to the rate of interest charged on the advances.
- Venus does not capitalise penal charges.
- The quantum and reason for penal charges is clearly disclosed by Venus in its Interest Rate Policy.
- Whenever reminders for non-compliance of terms and conditions of loan are sent to borrowers, the penal charges shall be communicated.
- Regulation of excessive interest charged- The Board of Venus has already adopted an Interest rate policy which enunciates the guiding principles that Venus follows while charging Interest.

V. RESPONSIBLE LENDING CONDUCT

"Venus" follows a detailed procedure for release of movable/immovable property documents on repayment/ settlement of loans which is clearly covered under the KFS (Key Fact Statement).

VI. MISCELLANOUS

- Venus will refrain from interference in the affairs of the borrower except for the purposes provided in the terms and conditions of the loan agreement [unless new information, not earlier disclosed by the borrower, has come to the notice of Venus]. In the matter of recovery of loans," Venus" will not resort to undue harassment viz. persistently bothering the borrowers at odd hours, use of muscle power for recovery of loans, etc. Venus shall ensure the staff are adequately trained to deal with the customers in an appropriate manner.
- The consent or objection of Venus to any requests for transfer of a borrower's accounts will be as per the executed Loan and other allied documents between the parties but shall not be later than 21 days from the date of receipt of request.
- Venus shall give at least three months public notice prior to the date of closure of any of its branches/offices in, at least, one leading national newspaper and a leading local (covering the place of branch / office) vernacular newspaper indicating therein the purpose and arrangements being made to service the depositors, etc.

VII. RESPONSIBILITY OF BOARD OF DIRECTORS

"Venus" has a policy laying down appropriate grievance redressal mechanism which ensures that all disputes arising out of the decisions of lending institution's functionaries are heard and disposed of at least at the next higher level and if required the code will be reviewed preferably on annual basis at various levels of management, and accordingly consolidated report of such reviews shall be submitted to the Board.

VIII. RESERVE BANK – INTEGRATED OMBUDSMAN SCHEME, 2021

Venus has already adopted Reserve Bank – Integrated Ombudsman Scheme, 2021.

IX. RESET OF FLOATING INTEREST RATE ON EQUATED MONTHLY INSTALMENTS (EMI) BASED PERSONAL LOANS

Presently, Venus does not provide loans on Floating Interest Rate. However, as and when company intends to grant a Floating Interest Rate, it will initially frame a Floating Interest Rate guideline before granting the same.

X. LENDING AGAINST COLLATERAL OF GOLD AND SILVER JEWELLERY

Presently, Venus does not provide Loans against collateral of Gold and Silver Jewellery. However, as and when company intends to grant loan against collateral of Gold and Silver Jewellery, it will initially frame such guideline before granting the same.

XI. REPOSSESSION OF FINANCED VEHICLES

As the company does not offer vehicle loans, the clause of repossession of vehicles is not applicable to the company. However, as and when company intends to grant vehicle loan it will follow the guidelines given in the para 45.13 of the Master Direction as amended from time to time before granting the same.

XII. LOAN FACLITY TO THE PHYSICALLY/ VISUALLY CHALLENGED

Venus shall not discriminate in extending products and facilities including loan facilities to physically / visually challenged applicants on grounds of disability. Further, Venus shall ensure redressal of grievances of persons with disabilities under the Grievance Redressal Mechanism.

XIII. LENDING TO MICROFINANCE

Presently, Venus does not provide/grant loans to microfinance borrowers as it does not possess the licence to grant such loans. However, as and whenever Venus intends to grant such loans, it will apply and obtain requisite license in principle and frame such guideline before granting the same.

XIV. ENGAGEMENT OF RECOVERY AGENTS

Currently, Venus does not engage any recovery agents for collection or recovery activities. If Venus intends to engage such agents in the future, it shall first establish a comprehensive policy in compliance with applicable regulatory guidelines.

XV. CODE OF CONDUCT FOR DSA / DMA / RECOVERY AGENTS

Currently, Venus does not appoint or engage Direct Selling Agents (DSAs), Direct Marketing Agents (DMAs), or recovery agents. If Venus intends to engage such agents /intermediaries at any point in the future, it will formulate and implement a detailed Code of Conduct outlining ethical standards, customer interaction protocols, and compliance requirements, prior to initiating such engagements.

XVI. CUSTOMER PROTECTION

We will treat all our customer's personal information as private and confidential and will not reveal details of customers dealings with us to a third party, except as provided herein and in the following exceptional cases:

- If we have to give the information by law or to credit rating agencies/ CIBIL/CERSAI etc.
- If there is a duty towards the public to reveal the information.
- In case of continued default – as the company may think fit to regularise the account.
- In case of any information required by the applicable law enforcement agencies.

XVII. REGULATION OF EXCESSIVE INTEREST CHARGED

- The Company has laid down appropriate internal principles and procedures in determining interest rates and processing and other charges.
- The Company has adopted an interest rate model and policy taking into account cost of funds, margin and risk premium for determining rate of interest to be charged for loans and advances.

XVIII. REDRESSAL MECHANISM

- The Company has laid down the appropriate grievance redress mechanism within the organization to resolve disputes arising in this regard. Such a mechanism ensures that all disputes arising out of the decisions of the functionaries are heard and disposed of at least at the next higher level.

- Response to a complaint would be given within a maximum period of one month from the date of complaint, unless the nature of complaint requires verification of voluminous facts and figures.

XIX. COMPLAINT/ GRIEVANCE REDRESSAL MECHANISM

(A) In case of any complaint / grievance with respect to the conduct of Venus, the customer can make his complaint through any of the following modes:

•**Email**: grievancecell@venusfin.com

•**Customer Walk-in at Corporate Office:** 248, 2nd Floor, Okhla Industrial Estate, Phase-III, New Delhi-110020

In case a customer chose to lodge his complaint regarding any conduct of Venus through email/SMS, a reply to the same shall be sent to the customer via email/ SMS, acknowledging his complaint and also informing him about his complaint number and expected time of resolution.

In case a customer chooses to lodge his complaint at the office of Venus, he will be requested to give his complaint in writing, The Grievance Redressal Officer will provide him with a unique complaint number, with the expected time of resolution.

The complaints with respect to Venus will be regularly monitored by Grievance Redressal Officer to ensure effective resolution and escalation. The company will not only ensure that all the complaints received are recorded and resolved but also ensure an effective monitoring / escalation mechanism to the senior levels responsible to ensure that none of the complaints remain unresolved.

All disputes arising out of the decisions of officers in relation to the services shall be heard and disposed off at least at the next higher level.

Post resolution of the complaint, the customer will get an e-mail / sms confirming the resolution of the complaint. At this point the customer must confirm whether the complaint has been resolved to his satisfaction or not. The complaint will be deemed closed if the customer does not respond to e-mail / SMS.

(B) The Company shall display the following information prominently, for the benefit of its customers, / places where business is transacted:

1. The name and contact details (Telephone / Mobile nos. as also email address) of the Grievance Redressal Officer i.e. Mr. Pramod Kumar Nailwal, E-Mail Id: grievancecell@venusfin.com , Contact No.- 01149999400 responsible for lodging and resolving.

2. Contact details of the Officer-in-Charge of the Regional Office of Department of Supervision- NBFC (DoS- NBFC), under whose jurisdiction the registered office of the Company falls in the event of a complaint / dispute remaining unresolved for a period of one month.

In case customers are not satisfied with the resolution provided by the company, they may further approach:

Regional Director – Delhi
Department of Supervision (NBFC) ("DOS-NBFC")
Reserve Bank of India,
6,Sansad Marg, NewDelhi-110001
Tel:011-23714456,23739318&23720789

E-Mail ID: dnbsnewdelhi@rbi.org.in
nbfcblnewdelhi@rbi.org.in

XX. UPDATING OF THE FAIR PRACTICE CODE OF VENUS

The Board of Venus will be authorized to amend/modify the Fair Practice Code, to be in line with RBI or such other statutory authority's requirements/updates/ amendments from time to time if required but reviewed annually.

VENUS INDIA ASSET-FINANCE PRIVATE LIMITED

Annexure-I

LOAN APPLICATION FORM

Application Ref. No.:

Application Date:

Purpose of Loan: Business Expansion ☐ Onward Lending ☐ Working Capital ☐ Others Business Requirement ☐

Loan Amount (`): ________________________ Desired Tenure: ____________________________

Company/Borrower's Name:
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Borrower Type: Partnership ☐ LLP ☐ Proprietorship ☐ Private Limited ☐ Public Ltd. ☐ HUF ☐ Others (Please specify)

Date of Incorporation: ☐☐ ☐☐ ☐☐☐☐ PAN Card No.____________ ☐☐☐☐☐☐☐☐☐☐

Nature of Business: ☐ Agriculture & Allied Consultation ☐ Manufacturing ☐ Retail Trading ☐ Wholesale Trading ☐ Service ☐ Others (Please specify) ________________

Office Address:
____
____

State: ____________________________ City: ________________________ Pin ☐☐☐☐☐☐ Landmark:
____

Telephone: STD Code: ☐☐☐☐☐☐ No. ☐☐☐☐☐☐

Email address: ____Business Premises: Owned ☐ Rental ☐

Documents Required:

- Brief Profile of Company
- Financial statement of last 3 years of company and guarantor (if any)
- Net worth certificate of the borrower and guarantor
- Projections/CMA
- Credit Rating
- Debt profile of the company

AUTHORIZED SIGNATORY DETAILS

Title: Mr. ☐ Ms. ☐ Mrs. ☐ Others (Please specify) ______________________________

Name: _______________________________________ _____________________________
____

First Name Middle Name Last Name

PAN No: ____ Aadhar Card No:
____

Designation/Relation with Company:____

GUARANTOR'S DETAILS

Title: ☐ Mr. ☐ Ms. ☐ Dr. ☐ Others (Please specify) __________________ Name: _______________________________________ First Name Middle Name Last Name Father's/Spouse's Name: _______________ ______________ __________		Title: ☐ Mr. ☐ Ms. ☐ Dr. ☐ Others (Please specify) _________________ Name: ______________________________________ First Name Middle Name Last Name Father's/Spouse's Name: _______________ ______________ __________	

DECLARATION

I/We declare that all the particulars and information given in the Application Form are true, correct, complete and up-to-date in all respects and I/We have not withheld any information whatsoever. I/We confirm that no insolvency proceeding(s) or suit for recovery of outstanding dues or monies whatsoever and/or criminal proceedings have been initiated and/or pending against me/us and that I/We have never been adjudicated insolvent/bankrupt by any court or other authority. I/We have read the Application Form and brochures and are agreeable to all the terms/conditions of availing finance from Venus. I/we hereby agree to abide and be bound by all applicable rules/regulations/instruction/guidelines including but not limited to those issued by the Reserve Bank of India including the FEMA Regulations 2000 governing EEFC Accounts, the Foreign Exchange Management Act, 1999 and Foreign Account Tax Compliance Act, 2010 (to the extent applicable to India) and the Common Reporting Standards (CRS), in force time to time. I/we confirm having declared our status as per the rules applicable under clause 508 of the Income Tax Act, 2025 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard. I/We understand that the sanction/grant of loan is at the sole discretion of Venus India Asset-Finance Private Limited.

BORROWER____
Through____

PLACE:
DATE:

Acknowledged and accepted by,

Venus India Asset-Finance Pvt Ltd

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Authorised Signatory