Credit Fair
Fair Finance For Everyone

Key Fact Statement

Sr.No.	Particulars	Details
1.	Agreement Number	QH0003026
2.	Loan application date	19-08-2023
3.	Loan Agreement date	21-08-2023
4.	Details of the Lender	K. M. Global Credit Private Limited
5.	Name of the Borrower Name of the Co-Borrower	Pratik Suryakant Bendal Co-Borrower: Credit Test
6.	Purpose of the loan	Education
7.	(i) Transaction Amount	₹ 60,000.00/- (Rupees Sixty Thousand only)
8.	(ii) Down Payment	₹ 300.00 /- (Rupees Three Hundred only)
9.	(iii) Loan amount (amount disbursed/to be disbursed to the borrower) (i) - (ii)	₹ 59,700.00 /- (Rupees Fifty Nine Thousand Seven Hundred only)
10.	(iv) Total interest charge during the entire tenor of the loan	₹ 0.00/- (Rupees)
11.	(v) Rate of Interest	0 % / (Reducing)
12	(v) Other up-front charges, if any (break-up of each component to be given below) (a + b)	₹ 1,000.00
13.	(b) Insurance Premium	₹ 1,000.00
14.	(vi) Net disbursed amount (iii)	₹ 59,700.00/- (Rupees Fifty Nine Thousand Seven Hundred only)
15.	(vii) Processing fees (including GST), if any	₹ 700/- (Rupees Seven Hundred only)
16.	Total amount to be paid by the borrower (iv) + (v) + (vi) + (vii)	₹ 61,400/- (Rupees Sixty One Thousand Four Hundred only)
17.	Annual Percentage Rate - Effective annualized interest rate	13.99%
18.	Amount of each instalment of repayment	₹ 14,925/- (Rupees Fourteen Thousand Nine Hundred and Twenty Five only)
19.	First Instalment due date	2023-10-18
20.	Tenor of the Loan (in months/days)	4 months
21.	Repayment frequency by the borrower	Monthly
22.	Number of instalments of repayment	4 Installments
23.	Prepayment charges	Zero
Details about Contingent Charges		
24.	Rate of annualized penal charges in case of delayed payments (if any)	54.75% on outstanding amount
25.	Late Payments /Cheque /ECS /NACH dishonoured charges	₹ 300/- per late payment OR dishonor of cheque/ECS/NACH per presentation. Two successive cheque bounces/ auto debit failure will lead to loan recall notice being issued
Other disclosures		
26.	Cooling off/look-up period during which borrower shall not be charged any penalty on prepayment of loan	1 days

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27.	Details of LSP acting as recovery agent and authorized to approach the borrower	https://creditfair.in/list-of-lsp
28.	Name, Designation, Address and Phone number of nodal grievance redressal officer designated specifically to deal with FinTech/ digital lending related complaints/ issues	Name: Shraddha Mandlik Designation: Grievance Redressal Officer Address: Grievance Redressal Officer Surya Mahal, 4th Floor, 5 Bhurjorji Bharucha Marg, Mumbai- 400001 Telephone no.: +91 9137504870 E-mail ID.: grievance@creditfair.in https://creditfair.in/grievance-policy
29.	Undated Cheques & Cash Collection	We are collecting 2 undated cheques. One of Loan Amount & one Security Cheque of EMI Amount. Unused cheques will be shredded at our end after successful repayment of the loan. Any cash collection would include additional Rs 400 per pick up.
30.	Details of the Merchant	Name: [Pratik Merchant Official] (Pratik Merchant) Address: 9 2nd Cross Bhimanna Layout Kaval Byrasandra Rt Nagar Post
31.	General Terms and Conditions	General Terms and Conditions registered on the 06/07/2018 with the SubRegistrar of Assurances Mumbai-3, Vide registration no. 6145/2018 in Book No. - Vol. No. -from pages 1 to 26 will be applicable for the Loan availed by the Borrower. The same shall form part and parcel of this Most Important Document https://creditfair.in/privacy-policy
32.	Merchant Refunds & Loan Cancellations	In case of a return of a purchase to a merchant, a cancellation charge of 1.4% per month on outstanding principal would be payable.

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LOAN REPAYMENT SCHEDULE

No. of Installment	Repayment Date	Installment Amount (₹)	Principal Payable (₹)	Total Interest(₹)	Foreclosure Amount(₹)
Down Payment		₹300.00	NA	NA	NA
1 st Installment	18 October, 2023	₹14,925.00	₹14,925.00	₹0	₹44,775.00
2 nd Installment	18 November, 2023	₹14,925.00	₹14,925.00	₹0	₹29,850.00
3 rd Installment	18 December, 2023	₹14,925.00	₹14,925.00	₹0	₹14,925.00
4 th Installment	18 January, 2024	₹14,925.00	₹14,925.00	₹0	₹0.00
Total Repayable		₹ 60,000.00			

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LOAN AGREEMENT

GENERAL TERMS AND CONDITIONS (T&C) AS APPLICABLE TO UNSECURED LOAN FACILITIES OF [K. M. Global Credit Private Limited]

Registered on the [06/07/2018] with the Sub-Registrar of Assurances [Mumbai-3], Vide registration no. [6145/2018] in Book No. [-], Vol. No. [-] from pages [1] to [26].

INTRODUCTION

K. M. Global Credit Private Limited, is a company under the provisions of the Companies Act 1956 having CINU67190MH1994PTC079761 and its registered office at 902, Naman Midtown, Senapati Bapat Marg Dadar west, Mumbai, Mumbai, Maharashtra, 400028 and is also a Non-Deposit accepting Non-Banking Financial Service company as per the provisions of the Reserve Bank of India Act, 1934 (hereinafter referred to as the **"Lender"**).

The Lender may grant the Loan only after completion of the Lender prescribed Application Form, as amended, from time to time. The Lender reserves its right to refuse or reject any Application Form, notwithstanding the Applicant (defined below) satisfying the eligibility criteria, if any, set by the Lender for the sanction of the Loan. The Terms and Conditions mentioned below shall apply to all loans granted/disbursed by the Lender and shall govern all the matters arising out of any consumer durable good and/or unsecured loans ("Loan") sanctioned or granted or to be sanctioned or to be granted by the Lender.

DEFINITIONS AND REFERENCE TERMS

The following words/expressions shall carry the meaning ascribed to them throughout the Terms and Conditions unless otherwise stated.

A. **"Application Form"** means the application form as prescribed by the Lender from time to time and filled in by the Borrower/s to avail the Loan.

B. **"Applicant/s"** or **"Borrower/s"** or **"Co-Borrower/s"** means any Person, whose Application Form either as Borrower or Co-Borrower, has been processed according to the prescribed Eligibility Criteria and to whom the Loan has been sanctioned and/or for whose benefit the Loan Amount has been paid to the Merchant's Account by the Lender. The expressions namely **"Applicant/s"** or **"Borrower/s"** or "Co-Borrower/s", shall include his/her/their heirs, executors, administrators and legal representatives respectively.

C. **"Approved Bank"** means a designated bank approved by the Lender for the purposes related to the Loan.

D. **"Co-Borrower/s"** means any Person named and described as Co-Borrower in the Application Form and shall include his/her/their heirs, executors, administrators and legal representatives respectively.

E. **"Late Payment Fees"** shall mean the additional amount payable by the Borrower/s to the Lender on account of any delay in payment of any Installment and provided for in the Sanction Letter and the Most Important Document and/or intimated to the Borrower/s from time to time.

F. **"Demand Promissory Note"** means the Demand Promissory Note in the format prescribed by the Lender, to be executed by the Borrower/s jointly or severally, to secure repayment of the Loan given to the Borrower/s individually and/or in a group.

G. **"Eligibility Criteria"** means the minimum eligibility criteria set forth by the Lender to judge the credit worthiness of an Applicant/s, which is subject to change from time to time, at the sole and absolute discretion of the Lender.

H. **"Fee"** means the aggregate amount payable by the Borrower/s to the Lender, as per the details provided in the Application Form, towards the servicing fee, loan processing fee, the registration fee, penal interest, foreclosure charges and such other details provided in the Application Form.

I. **"Installments"** means the principal, Fee and interest therein payable at specific intervals, as per terms of the Sanction Letter/Most Important Document during the tenor of the Loan, towards repayment of the Outstanding Balance.

J. **"KYC"** means the Know Your Customer Policy adopted by the Lender as may be amended from time to time and the extant guidelines issued by the Reserve Bank of India or any relevant regulatory authority.

K. **"Loan"** means the loan sanctioned and / or disbursed to the Borrower or disbursed to the Merchant's Account by the Lender pursuant to the acceptance of a duly filled in Application Form and issuance of Sanction Letter.

L. **"Loan Documents"** means these Terms and Conditions, any and all Application Forms, Demand Promissory Note, Most Important Document and all other documents, instruments, certificates and agreements executed and/or delivered by the Borrower/s or any third party in connection with Loan in favour of the Lender as per terms of the Sanction Letter.

M. **"Merchant"** shall mean the merchant to whom the Loan shall be disbursed by the Lender for the benefit of the Borrower the details of whom shall be provided in the Sanction Letter and the Most Important Document.

N. **"Most Important Document"** means the document that includes the key terms of the loan sanctioned to the Borrower/s, in the way clearly understood by the Borrower/s and submitted to the Lender.

O. **"Outstanding Balance"** means the balance of the Loan outstanding along with all amounts payable by the Borrower/s to the Lender including principal amount, interest, costs, Fee, charges, expenses, etc.

P. **"Payment"** means the payment towards installments or charges, i.e., principal, interest, default interest or charges (applicable as per terms of the Sanction Letter) in respect of the Loan through any mode as approved by the Lender.

Q. **"Person"** shall mean any individual, corporation, partnership, (including, without limitation, association), company under the purview of Companies Act, 2013, trust, unincorporated organization, Hindu undivided family or any Governmental Authority or political subdivision thereof. The expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include (i) in case of a company, its successors and permitted assigns; (ii) in case of a partnership firm, the partners for the time being and from time to time of the partnership firm, their survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and successors of the partner(s); (iii) in case of a trust, the trustee or trustees of the trust for the time being and from time to time; (iv) in case of a Hindu undivided family, the Karta and the members for the time being and from time to time of the said Hindu undivided family and their respective heirs, executors, administrators and assigns; (v) in case of an individual proprietor, the proprietor's heirs, administrators, executors and legal representatives; (vi) in case of an individual, the individual's heirs, administrators, executors and legal representatives;

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R. **"Pre-Payment"** means the payment of the entire Loan including the Rate of Interest, **Fee, and other charges**, according to the procedure prescribed in Article 5 of these Terms and Conditions, through any mode as approved by the Lender

S. **"Rate of Interest"** or **"Interest"** means the rate at which interest on the Loan is payable by the Borrower/s to the Lender and mentioned in the Application Form/ Sanction Letter, as amended from time to time with prior intimation to the Borrower/s.

T. **"Repayment Instruments"** means Post Dated Cheques (**"PDC"**), Electronic Clearance Service (**"ECS"**) and/or National Automated Clearing House Mandate (**"NACH"**) or Standing Instructions(**"SI"**) means the debit clearing service notified by the Reserve Bank of India or National Payment Corporation and for which the Borrower/s has/have agreed (in writing) to participate in for facilitating payment of Installments or Interest.

U. **"Receipt"** means the receipt issued by the Borrower in favour of the Lender in the form prescribed by the Lender for acknowledgment of disbursal of the Loan or a part thereof.

V. **"Sanction Letter"** means the letter issued by the Lender sanctioning the Loan along with the relevant particulars, terms & conditions mentioned in the same.

W. **"Scheduled Due Date"** means each of the date/s on which the Loan and / or Installments together with any other costs, charges, Fee, and expenses if any, are due and payable by the Borrower to the Lender

X. **"Standing Instructions"** and/or **"SI"** means the written instructions issued by the Borrower/s to the Bank where the Borrower/s maintain/s an account, to debit an amount equal to the Installments, in favour of the Lender for repayment of the Loan.

Y. **"Terms and Conditions"** or **"Terms"** mean the Terms and Conditions as contained hereunder, including all covenants, representations, and schedules.

ARTICLE 1
LOAN, RATE OF INTEREST, TAXES ETC.

1.1 **Loan**

(a) The Loan provided by the Lender shall be the amount stated in the Sanction Letter which shall be strictly in accordance with the Terms and Conditions mentioned herein below and in other documents executed by the Borrower/s

(b) The Loan may be disbursed by the Lender in one lump sum or such installments as may beagreed / decided by the Lender and requested by the Borrower.

(c) The Lender may require the Borrower(s) and Merchant to acknowledge the Receipt of Loan in such form satisfactory to the Lender in respect of each amount so disbursed.

1.2 **Terms of Disbursement and draw downs**

(a) Subject to the terms and conditions set forth herein and in the other Loan Documents, the Lender agrees that the Lender shall extend the Loan to the Borrower up to an aggregate of the principal amount as specified in the Loan Sanction Letter and shall disburse the Loan Amount in the Merchants Account (defined below).

(b) The Borrower shall utilize the Loan only for the specific purpose as stated in the Loan Documents, and for no other reason or purpose whatsoever.

(c) The Borrower hereby unconditionally and irrevocably consents that the Loan shall be disbursed to the Merchants account no details of which shall be provided in the **Most Important Document executed by the Borrower ("Merchants Account") for the benefit of the Borrower.**

1.3 **Rate of Interest**

(a) The Lender shall be entitled to revise the Rate of Interest at any time and from time to time as per its policy and/or applicable laws and regulations, if any, during the tenor of the Loan at its discretion. The Lender shall inform the Borrower/s about the variation in the Rate of Interest in due course. Upon revision of the Rate of Interest, either the amount of unpaid Installments may be re-computed or the number of Installments may be increased or decreased, as the case may be, in such a manner that the amount of Loan and interest thereon outstanding on the date of revision of the Rate of Interest is equally distributed through each of the unpaid Installments.

(b) The Lender reserves the right to increase the Rate of Interest, suitably and prospectively, in line with an increase in the Lender's borrowing rate. The Lender shall have the right to re-compute installments if the interest rate is varied.

(c) The Borrower/s shall pay a non-refundable processing fee and/or service charge and/or commission, as specified in the Sanction Letter

(d) The Terms and Conditions entered into between the Lender and the Borrower/s is purely a financial arrangement, and the Lender shall not be liable to the Borrower/s for any liability, claim, loss or expense of any kind caused directly or indirectly to the Borrower/s.

1.4 **Direct and Indirect Taxes and Duties**

The Borrower shall pay to the Lender any and all taxes, duties or cesses including but not limited to service tax, stamp duty, GST, duties, and/or all other levies and imposts, by whatever name called, payable in relation to the Loan provided by the Lender and/or the services provided pursuant hereto and/or any or all the Loan Documents. The Borrower/s shall reimburse to the Lender any such amount which may become payable or has been paid by the Lender, as and when called upon to do so by the Lender and if the Borrower/s fails to pay/reimburse the same, such amounts paid by the Lender shall form part of the principal amount of the Loan disbursed.

ARTICLE 2
PAYMENTS

2.1 The Borrower/s shall pay to the Lender all Installments, inclusive of interest, on a monthly basis on the Scheduled Due Date, from the first due date to the last due date as mentioned in the Application Form/Sanction Letter/ Most Important Document /agreements (as may be required by the Lender to its satisfaction), time being the essence of the contract, by issuing Repayment Instrument to the Lender. The Borrower/s shall honor all payments without fail on the first presentation/Scheduled Due Dates, and Borrower/s shall not instruct their bankers to stop payment of the Repayment Instrument.

2.2 The Borrower/s shall also not instruct the Lender to withhold depositing the Repayment Instrument. Any non-presentation/delayed presentation of the Repayment Instrument, due to any reason, will not affect the liability of the Borrower/s to pay the Installments on time. The Borrower/s shall replace the Repayment Instrument if so required by the Lender. The Lender shall be entitled to re-compute the Installments if there is an increase in the Rate of Interest.

2.3 The Lender shall be authorized/allowed to present the appropriate Repayment Instrument in respect of the Installments at any time on or after the due date of such installments. In the event the Lender does not for any reason deposit / present the Repayment Instrument before the expiry of the validity of the Repayment Instrument the Borrower/s shall deliver to the Lender, within 7 (seven) days of a request by the Lender in this regard, a new Repayment Instrument of a like amount.

2.4 If the Borrower/s wish to swap/interchange the Repayment Instrument issued by him/her/it, the Borrower/s may do so on paying the Lender swap charges stipulated in the Sanction Letter and/or Most Important Document /agreement to the satisfaction of the Lender. Any costs, including applicable taxes, incurred in this regard shall be borne by the Borrower/s.

2.5 The Borrower/s shall not dispute the Lender's method of calculating Installments.

2.6 The Borrower/s shall be liable to pay dishonour charges for each Repayment Instrument bounce. In addition to replacing the bounced Repayment Instrument with a demand draft or paying cash in lieu of the bounced Repayment Instrument, the Borrower/s shall also be liable for Late Payment Fees on the outstanding amount from the due dates of the Installments till the date of receipt and/or realization of payment and shall also be liable to reimburse the Lender's costs and expenses, including legal fees, and other collection expenses as per actuals. Nothing contained in this clause shall prejudice the other rights of the Lender in law or otherwise.

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2.7 If any of the Repayment Instrument issued by the Borrower/sbounces / returned unpaid and the Borrower/s issue/s another Repayment Instrument in lieu of the bounced / unpaid Repayment Instrument or deposits the amount in cash in respect of such bounce, the Lender shall have the right to retain the bounced Repayment Instrument in its record and/or destroy the same as the Lender may deem fit and proper. The Borrower/s shall not insist and/or demand the return of the said bounced Repayment Instrument under any circumstances.

2.8 The Borrower/s shall intimate, instruct and authorize his / her / itemployer/s to transfer every month from the Borrower/s' salary/emoluments a specific sum (being the Installments) towards the repayment of the Loan, to the Lender. The Borrower/s confirm/s that the Lender shall have the authority to approach the employer/s of the Borrower/s directly for repayment of Installments and/or any other charges/sums due from the Borrower/s to the Lender.

2.9 In the event of foreclosure or closure of the Loan, the Lender shall return the Repayment Instrument, if any, lying with the Lender to the Borrower/s within 30 days' from the date of receipt of a request to return such instruments from the Borrower/s. If the Borrower/s does/do not collect the unutilized Repayment Instrument from the Lender within the said period, the Lender shall have the right to destroy the same, as it may deem fit and proper. The Borrower/s shall not have any right to demand the return of the said Repayment Instrument after the expiry of the said period. The Borrower/s may issue stop payment instructions for all the unutilized Repayment Instrument, post payment of all loan obligations the Lender.

2.10 The Loan shall be repayable by the Borrower/s on demand by the Lender. Notwithstanding specifying / providing a repayment schedule, the Lender shall have the right to be paid on demand the entire Loan along with other dues under the Terms and Conditions specified herein.

2.11 The Lender shall have the first lien on the Borrower/s emoluments and terminal dues from the employer/s and in case the Borrower/s defaults on the Loan, the Lender shall have the first right to collect the entire termination value of the Loan, including principal outstanding, Installment's overdue, Repayment Instrument bounce charges, Delayed Payment Charges and all other expenses incurred by it in the process of recovery, from the amount due to the Borrower/s by the employer/s. the Lender shall, at its discretion, be entitled to call upon the Borrower/s' employers to directly remit the amount of Installments to the Lender. The Borrower/s, if an employee of any entity, shall intimate the employer/s of the Borrower/s' of the Borrower/s' obligations under these Terms and Conditions herein and arrange for such terms to be given effect to by the employer/s.

2.12 The Lender would at its discretion be free to recall the entire Loan, if any information supplied by the Borrower/s regarding income, employment, personal details, or any other information are found to be incorrect or false for any reason whatsoever or if the Borrower/s commits any act/event of default under these Terms and Conditions.

2.13 The Borrower/s shall be jointly and severally liable to the Lender for repayment of the Loan including the Rate of Interest, any other costs, charges, Fee, and expenses.

ARTICLE 3
OTHER CONDITIONS

3.1 The Borrower shall intimate the Lender immediately of any change in the residential / office address, as well as any change in the bank account through which the Borrower/s has/have issued the Repayment Instrument and related instructions.

3.2 The Borrower shall continue to allow salary and / or business proceeds to be deposited in the account from which Repayment Instrument have been issued to the Lender and/or standing instructions have been issued to the Lender for debit from the Borrower/s' account for repayment of Loan and the Borrower/s shall not change the salary account and/or the business and/or profession without the prior written permission of the Lender.

3.3 The Borrower/s shall forthwith intimate any change of employment or status of employment and/or business or profession pursuant to which the Lender shall have the discretion to terminate these Terms and Conditions if it deems fit. Upon change of employment, business and / or profession the Borrower/s shall intimate to the Lender the name and address of the new employer, business and/or profession and also forthwith make arrangement for his/her salary from such new employer and/or proceeds from business or profession to be deposited in the Borrower/s' account with the Lender.

3.4 The Borrower/s shall ensure that no part of the Loan shall be utilized for any illegal purposes and/or immoral activities, gambling, lottery, races and activities speculative in nature and/or such other activities of similar nature.

3.5 The Borrower/s hereby authorizes the Lender to take possession and to sell any products purchased from the Loan proceeds to recover the Outstanding Balance including any interest, charges, etc.

3.6 The Borrower shall promptly upon the request of the Lender provide, or ensure submission of, such documentation and other evidence as is reasonably requested by the Lender or any person designated by the Lender to conduct any KYC requirement under applicable laws and regulations or under the Lender's policies, at any time during the currency of the Loan.

3.7 Upon the disbursal of the Loan by the Lender to the Borrower the obligation of the Borrower under the terms of these Terms and Conditionsshall commence. For the purposes of clarity it is stated that thenon-performance of the Merchant (if applicable) to comply with any of the requirements of the Lender shall in no way alleviate the Borrower's obligation to repay the Loan.

3.8 The Borrower acknowledges and understands that the Lender and/or the Facility Agent shall access any and all information which is available about the Borrower in the public domain, including but not limited to the information available through various social media profiles.

3.9 The Lender has appointed K. M. Global Credit Private Limited along with its affiliates as its "Facility Agent" to do, execute and perform all or such acts or things as the Lender as may be required including but not limited to sourcing of potential borrowers, collection of Loan Documents, recovery of repayments along with follow up for the same, collection of dues and post-sanction & end-use monitoring of the Loan.

ARTICLE 4
PRE-PAYMENT

4.1 That the Lender in its sole and absolute discretion and subject to the terms specified in Sanction Letter/Most Important Document/agreement (as may be required by the Lender to its satisfaction) permit the Borrower/s (on the Borrower/s' written request) to prepay the Loan.

4.2 The Borrower/s may repay the entire Outstanding Balance, including any charges as specified in the Sanction Letter and/or other documents by giving to the Lender not less than 15 (fifteen) days prior notice in writing of the Borrower/s' intention to exercise such option to terminate the Loan.

4.3 The Borrower shall pay the Lender the stipulated Installments and other sums due up to the date of such prepayment and the principal outstanding calculated on a reducing balance basis at the Rate of Interest which is specified in the Sanction Letter/Most Important Document/agreement.

4.4 The Lender shall charge pre-payment charges (as notified to the Borrower/s at the time of availing Loan) and as amended from time to time on the principal outstanding.

4.5 The Lender would be at liberty to appropriate the amount so prepaid towards prepayment of charges, interest, additional interest, delayed payment charges, all other charges and fees payable under these Terms and Conditions and then towards the principal amount or in any other manner that the Lender may deem fit and proper in its sole and absolute discretion and on such settlement, the Lender shall return the Repayment Instrument to the Borrower/s.

ARTICLE 5
BORROWER'S REPRESENTATIONS AND WARRANTIES

A. The Borrower/s on availing the Loan facility represent(s) to the Lender on a continuing basis as under:

5.1 That these Terms and Conditions and all documents hereunder, as required, will be valid and binding obligations of the Borrower/s and enforceable in accordance with their respective terms.

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5.2 That the Borrower/s does/do not violate any covenants, conditions and stipulations under any existing agreement entered into by the Borrower/s with any third party, by availing the Loan from the Lender.

5.3 That there is no action, suit, proceeding or investigation pending or to the knowledge of the Borrower/s threatened by or against the Borrower/s or the property of the Borrower/s before any Court of Law or Government authority or any other competent authority which might have a material effect on the financial and other affairs of the Borrower/s or which might put into question the validity, enforceability or performance of these Terms and Conditions or any of the terms and conditions contained in any of the Loan Documents.

5.4 Notwithstanding the repayment schedule or the term of these Terms and Conditions, the Loan shall become due and repayable on demand being made by the Lender in this regard and the Lender shall have the right to be paid immediately by the Borrower/s, on demand, the entire amount of the Loan along with all the accrued interest and other charges due and payable in respect of the Loan at any time. In such an event, the Lender shall also be entitled to adjust any amount of the Borrower/s lying in any other account with the Lender or any of its branch offices towards the dues of the Borrower/s under the Loan.

5.5 The Borrower/s shall give Repayment Instrument for the complete repayment of the Loan being fully aware of the fact that dishonor of any Repayment Instrument is a criminal offence under the Negotiable Instruments Act, 1881/The Payment and Settlements Act, 2007 (as may be applicable). No notice reminder or intimation will be given regarding the presentation of the Repayment Instrument s by the Lender. Such Repayment Instrument shall be drawn from such bank and such location as agreed to by the Lender.

5.6 The Borrower/s may also give the Lender a mandate/authorization for payment through direct debit, in the prescribed form of the Approved Bank, towards payment of each Installment.

5.7 The Borrower/s will be required to pay through Deduction Against Salary (DAS), in those cases where his/her employer is registered with the Lender for Deduction Against Salary. If at any time during the tenor of the Loan, the Borrower/s leaves his/her current employment, he/she will be required to provide Repayment Instrument for the balance period of the Loan.

5.8 The Borrower shall at all times abide by the laws in India, and in particular, provisions of the Prevention of Money Laundering Act, 2002.

B. BORROWER'S WARRANTIES

The Borrower by availing the Loan shall have deemed to have warranted and undertaken to the Lender as follows:

5.9 Due Payment of Public and Other Demands: That the Borrower/s has/have paid all public demands such as Income Tax and all the other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

5.10 It shall be the Borrower's/s' obligation to keep being acquainted with the rules of the Lender, in force from time to time.

5.11 To make regular payments to the Lender.

5.12 **All documents provided by the Borrower to the Lender are true, complete and accurate and any financial statements provided to the Lender shall give a true and fair view and represent the Borrower's financial conditions.**

ARTICLE 6
EVENTS OF DEFAULT

6.1 An Event of Default shall be deemed to have occurred under these Terms and Conditions, if:

(a) The Borrower commits a breach or fails or neglects to perform, keep or observe any of the conditions set forth herein;

(b) Any covenant, representation and/or warranty of the Borrower are found/proved to be incomplete, false or incorrect;

(c) If the Borrower/s fails to deliver Repayment Instrument for the Installments;

(d) Any Repayment Instrument issued by the Borrower/s in favour of the Lender is dishonored by the Borrower's bank;

(e) The Borrower/s fail/s to pay the Installments or any other payment on the Scheduled Due Dates;

(f) Any material information supplied by the Borrower/s in the Application Form or any other Loan Document is found to be untrue, false or incorrect;

(g) The Borrower/s has/have admitted to any person in writing that the Borrower/s is/are unable to pay the debts and that the Borrower/s is/are willing to be adjudged bankrupt;

(h) If the Borrower/s commit/s any act of bankruptcy or makes assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or insolvency proceedings, whether voluntary or otherwise, are instituted against the Borrower/s;

(i) Receiver is appointed in respect of the assets or properties of the Borrower/s;

(j) Business operations of the Borrower/s is/are suspended and such suspension continues for more than three months;

(k) carrying on of the Borrower's business becomes illegal or contrary to any Law, Rules & Regulations notified or enforced by any competent authority;

(l) The Borrower/s, being an individual, has an insolvency notice is served on him or is declared insane or is convicted of any offence;

(m) Any of the Repayment Instrument delivered or to be delivered by the Borrower/s to the Lender in accordance hereof, are not encashed / acted upon or dishonored for any reason whatsoever, on presentation being made;

(n) Any instruction is given by the Borrower/s to stop payment on any of the Repayment Instrument; or

(o) If the Borrower/s commit/s a default under any other agreement executed with the Lender or any of its affiliates or group companies; or

(p) If any other event has occurred which in the opinion of the Lender jeopardizes its interest or would make it difficult for the Lender to recover the Loan, if timely action is not taken.

(q) If the borrower fails to provide information as required by lender within 3 working days of the demand

6.2 Consequences of an Event Of Default

Upon occurrence of any of the Events of Default and at any time thereafter, the Lender shall have the right, but not the obligation to either seek for a collateral to the satisfaction of the Lender to secure the Loan or declare all sums outstanding under the Loan, whether due or not, immediately repayable and upon the Borrower failing to make the said payments within 7 (seven) days thereof, the Lender may at its sole discretion

(a) Require the Borrower/s to pay liquidated damages equal to all unpaid installments which in the absence of a default would have been payable by the Borrower/s for the full term hereof together with **penal interest and / or charges stipulated in the Sanction Letter** from the date of such declaration till the date of payment and/or realization; and

(b) Exercise any other right or remedy which may be available to the Lender under any applicable law.

6.3 The Borrower/s shall also be liable for payment of all legal and other costs and expenses resulting from the defaults or the exercise of the Lender's remedies.

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ARTICLE 7
ASSIGNMENT

7.1 The Borrower/s shall not be entitled to transfer or assign the Loan. The Borrower/s expressly recognize/s and accept/s that the Lender shall be absolutely entitled and shall have full power and authority in respect of the Loan to sell, assign or transfer in any manner, in whole or in part, and in such manner and on such terms as the Lender may decide, including reserving a right to the Lender to retain its power hereunder to proceed against the Borrower/s jointly or severally with such purchaser, assignee or transferee, any or all outstanding and dues of the Borrower/s to any third party of the Lender's choice without reference to or without written intimation to the Borrower/s. In such event, the Borrower/s and/or Co-Borrower shall substitute the remaining Repayment Instrument s in favour of the transferee/ assignee if called upon to do so by the Lender. Any such action and any such sale, assignment or transfer shall bind the Borrower/s to accept such third party as creditor exclusively or as a joint creditor with the Lender, or as creditor exclusively with the right to the Lender to continue to exercise all powers hereunder on behalf of such third party and pay over such outstandings and dues to such third party and/or to the Lender as the Lender may direct.

7.2 The Borrower/s shall pay to the third party the difference between the amount of the Loan outstanding and the amount received by the Lender in the event of a transfer of the portfolio to a third party. The third party shall have the authority of the Borrower/s to collect the due amount. The Borrower/s expressly recognize/s and accept/s that the Lender shall, without prejudice to its right to perform such activities itself or through its officers or servants, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Lender's choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Lender all unpaid Installments and to perform and execute all acts, deeds, matter and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower/s or otherwise contacting the Borrower/s for receiving the Installments (whether in the name of the Lender or in its own name) from the Borrower/s, entering into a compromise with the Borrower/s, giving a valid receipt and granting effectual discharge to the Borrower/s and generally performing all lawful acts as the third parties may consider appropriate for the purpose.

ARTICLE 8
COMPLIANCE WITH THE REGULATIONS

8.1 The Borrower/s and the Lender agree to comply jointly and severally with all applicable laws and regulations from time to time in force including any amendments, modification or change thereof which may be attracted and the Borrower/s shall indemnify the Lender in respect of any loss, claim or expense to the Lender as a result of non-compliance with any such laws and regulations.

8.2 The amount of Installments shall be increased by incremental taxes, whether sales, excise, or interest tax and other related taxes now levied on this transaction or hereafter to be levied.

ARTICLE 9
INDEMNITY CLAUSE

9.1 The Borrower/s shall pay all costs and other expenses incurred by the Lender for enforcing the Terms and Conditions and/or for recovery of the Loan and all amount(s) payable to the Lender.

9.2 The Borrower/s undertake/s to indemnify and keep the Lender indemnified in respect of all statements, representations, warranties and undertaking made by the Borrower's in the Application form, these Terms and Conditions and any other documents submitted by him/her.

9.3 In addition to the obligations and documents which the Lender expressly require the Borrower/s to execute, deliver and perform, the Borrower/s shall execute, deliver and perform, such further acts or documents which the Lender may reasonably require to effectuate the purposes of these Terms and Conditions or any of the other Loan Documents.

9.4 The Borrower/s irrevocably and unconditionally agrees to indemnify on full basis and hold, saved harmless and keep indemnified the Lender or its agents in full and on demand from and against all and any direct or indirect losses, costs, claims, liabilities, damages, demands, charges and expenses suffered or incurred by the Lender arising out of, or in connection with, any failure of the Borrower/s to perform, repay, pay, reimburse or discharge any of its Obligations under the Loan from time to time not being recoverable for any reason and also from and against all actions, suits, proceedings, claims including in relation to income tax and demands whether for principal, interest or otherwise whatsoever made or preferred against the Lender in relation to or arising out of or in connection with the Loan.

ARTICLE 10
NOTICE

Any notice / letter / other communication sent by the Lender to the Borrower shall be sent at the latest address of the Borrower/s available in the records of the Lender and the same shall be deemed to have been delivered on expiry of 48 hours after it has been sent by registered post / courier / other modes of delivery. Any notice to be sent to the Lender by Borrower/s shall be sent by pre-paid Registered A.D. at its branch/office or at such other address as may be intimated by the Lender to the Borrower/s . The Borrower/s shall immediately intimate the Lender of any change in the office / residential address.

ARTICLE 11
CO-BORROWER

The Co-Borrower shall be jointly and severally liable for the Borrower/s liability/obligation/responsibility under the Loan and the Co-Borrower's obligations in relation to the Loan shall be concurrent with that of the Borrower/s in all respects as if the Co-Borrower's was/were the Borrower/s and shall assure the Lender regular and punctual payment of all installments as well as pay the installments and other dues in the event of default of the Borrower/s.

ARTICLE 12
CONSENT TO DISCLOSURE

12.1 The Borrower/s understand that as a pre-condition relating to grant of Loan to the Borrower/s, the Lender requires the consent of the Borrower/s for disclosure by the Lender of information and data relating to Borrower, of the Loan availed/be availed of by Borrower/s, obligations assumed/to be assumed by Borrower/s in relation thereto and default if any, committed by Borrower/s , in discharge thereof.

12.2 Accordingly, the Borrower/s has/have no objection to the disclosure by the Lender of all or any such,

(a) information and data relating to Borrower/s;

(b) information or data relating to any credit facility availed/to be availed by Borrower/s;

(c) information and data relating to obligations assumed by Borrower/s in relation to the Loan/credit facility(ies) granted/to be granted the Lender ;
and

(d) information and data relating to default, if any committed by Borrower/s in the discharge of such obligation, as the Lender may deem appropriate and necessary to disclose and furnish to any agency as the Lender feels appropriate and proper or as authorized by RBI.

12.3 The Borrower/s declare/s that the information and data furnished by them to the Lender is true and correct

12.4 The Borrower/s undertake/s that,

(a) the Credit Information Bureau (India) Limited and any other agency so authorized may use, process the said information and data disclosed by the Lender in the manner as deemed fit by them;
and

(b) the Credit Information Bureau (India) Limited and any other agency so authorized may furnish for consideration, the processed data or products thereof prepared by them to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this Behalf;

12.5 Notwithstanding anything to the contrary contained herein or any provisions of any of the laws, the Borrower/s , as a precondition of the Loan given to the Borrower/s by the Lender, agree/s that, in case, the Borrower/s commit/s default in the repayment of the amount of the Loan and/or interest thereon or any of the agreed Installments on the Scheduled Due Date/s, the Lender and/or the Reserve Bank of India, shall have an unqualified right to disclose or publish the name of the Borrower as 'defaulters' in such manner and through such medium as the Lender or Reserve Bank of India in their absolute discretion may think fit.

ARTICLE 13
MISCELLANEOUS

13.1 Interpretation

When a reference is made in these Terms and Conditions to an Article, Section, or Schedule, such reference shall be to an Article, Section or Schedule contained hereunder unless otherwise indicated

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13.2 Effective Date of Terms

These Terms and Conditions shall have become binding on the Borrower and the Lender on and from the date of the sanction/ grant/ disbursal of the Loan. It shall be in force till all the monies due and payable to the Lender under the Loan as well as all other agreement(s), document(s) that may be subsisting / executed between the Borrower/s and the Lender are fully paid to the satisfaction of the Lender.

13.3 Representatives and Assigns

The Borrower, his/her/their heirs, legal representatives, executors, administrators, and successors shall be bound by all the covenants of these Terms and Conditions.

13.4 Non-Waiver

Any omission or delay on the part of the Lender, in exercising any of rights, powers or remedy accruing to the Lender, upon failure by the Borrower in the due and punctual fulfillment of the obligations of the Borrower hereunder, shall not be deemed to constitute a waiver by the Lender of any of its rights to require such due and punctual performance by the Borrower.

13.4 Non-Waiver

Any omission or delay on the part of the Lender, in exercising any of rights, powers or remedy accruing to the Lender, upon failure by the Borrower in the due and punctual fulfillment of the obligations of the Borrower hereunder, shall not be deemed to constitute a waiver by the Lender of any of its rights to require such due and punctual performance by the Borrower.

13.5 Governing Law and Jurisdiction

These Terms and Conditions shall be construed and governed in all respects, including validity, interpretation, and effect in accordance with the laws of India. All disputes arising out of these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts or tribunals at Mumbai, India.

13.6 Dispute Resolution

Any question, dispute or claim arising out of or in connection with these Terms and Conditions including any question on its existence, validity or termination shall be referred to and finally adjudicated through arbitration by a sole arbitrator and in accordance with the Arbitration and Conciliation Act, 1996. The sole arbitrator will be appointed by the Lender . The venue for such arbitration shall be Mumbai, India. The arbitrator shall be appointed by the Lender within a period of 30 days failing which the appointment shall be as per the provisions of the Arbitration and Conciliation Act, 1996.

The arbitration award given by the sole arbitrator appointed as aforesaid shall be final and binding on all the parties in connection with any question of facts or law arising in the course of arbitration or with respect to any award made.

Further, the present clause shall survive the termination of these Terms and Conditions. The Courts at Mumbai, India shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted in Mumbai, India) over any or all disputes arising out of this agreement. The present clause along with the clause for payment of interest, additional interest by the Borrower shall survive the termination of the agreement with the Borrower.

13.7 Confidentiality

The Lender shall exercise care while handling any confidential information. However, the Borrower/s acknowledges and accepts that the Lender shall be entitled to disclose information (i) to the Lender's affiliates, (ii) to prospective transferees or purchasers of any interest in the Loan, (iii) as required by law or any government order or direction including disclosure as maybe necessary to perform or fulfill any requirement specified by the RBI, (iv) as deemed necessary by the Lender while exercising its remedies under the Loan Documents. the Lender shall also be entitled to disclosure without any notice to the Borrower/s all or any information/documents or the data including but not limited (a) information and data relating to the Borrower/s; (b) the information or data relating to any credit facility availed of/to be availed by the Borrower/s; (c) default, if any, committed by the Borrower/s, for protecting its interests to Income Tax authorities, Credit Rating Agencies or any other Government or any other Regulatory Authorities/Bodies/ Departments/authorities as and when so demanded. The Borrower/s hereby specifically waives the privilege of privacy and defamation.

13.8 Costs and Expenses

The Borrower/s shall forthwith on demand being made, pay to the Lender, on a full indemnity basis, all costs and expenses (including legal costs) incurred and/or to be incurred by the Lender for the enforcement of these Terms and Conditions and realization/recovery of the amount of the Loan from the Borrower/s , if any.

13.9 Amendments

These Terms and Conditions may be amended by the Lender at any time. Any such amendment shall take effect only prospectively i.e upon the amendment of the Terms and Conditions. However, the Lender shall upon such variation or amendment being made, inform the Borrower/s in respect of any variation or amendment in the Terms and Conditions and/or other charges as are applicable to the Loan.

13.10 Severability

If any provision of these Terms and Conditions is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions which will remain unaffected.

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To,
Compliance Officer
K. M. Global Credit Private Limited
902, Naman Midtown, Senapati Bapat Marg Dadar west, Mumbai, Mumbai, Maharashtra, 400028
Dear Sir/Madam,

Subject: Declaration for KYC Documents

I, Pratik Suryakant Bendal, have agreed to borrow from K. M. Global Credit Private Limited and my mobile number is 7208239249. I have provided copies of one of the below mentioned documents ("KYC Documents"), to complete the KYC of my loan account, as prescribed by the Reserve Bank of India:
Please tick

- Pan Card

I hereby declare that the proof of address document furnished herewith is of my current address. Further, I hereby confirm that the information and KYC documents provided by me are correct and up-to-date and K. M. Global Credit Private Limited is entitled to verify the same either directly or through any third party agent. I hereby delcare that I undertake to inform you of any changes to the KYC documents immediately. In case any of the above information is found to be false or not genuine, I am aware that I may be held liable for it. Once the loan amount is disbursed to Pratik Merchant Official loan will not be cancelled.

I have been read out and explained in the language known to me, the contents of the loan documents and all other documents incidental to availing the loan from K. M. Global Credit Private Limited and I have signed the said documents after having understood them and by signing the same I do hereby agree to abide by all the general terms and conditions of the loan and the articles of the same.

Pratik Suryakant Bendal (Applicant) signed this agreement at 12:40 PM on 21-Aug-2023

Latitude: 18.99954070 Longitude: 72.83970890

I have been read out and explained in the language known to me, the contents of the loan documents and all other documents incidental to availing the loan from K. M. Global Credit Private Limited and I have signed the said documents after having understood them and by signing the same I do hereby agree to abide by all the general terms and conditions of the loan and the articles of the same.

Credit Test (Co-Applicant) signed this agreement at 12:39 PM on 21-Aug-2023

Latitude: 18.99954070 Longitude: 72.83970890

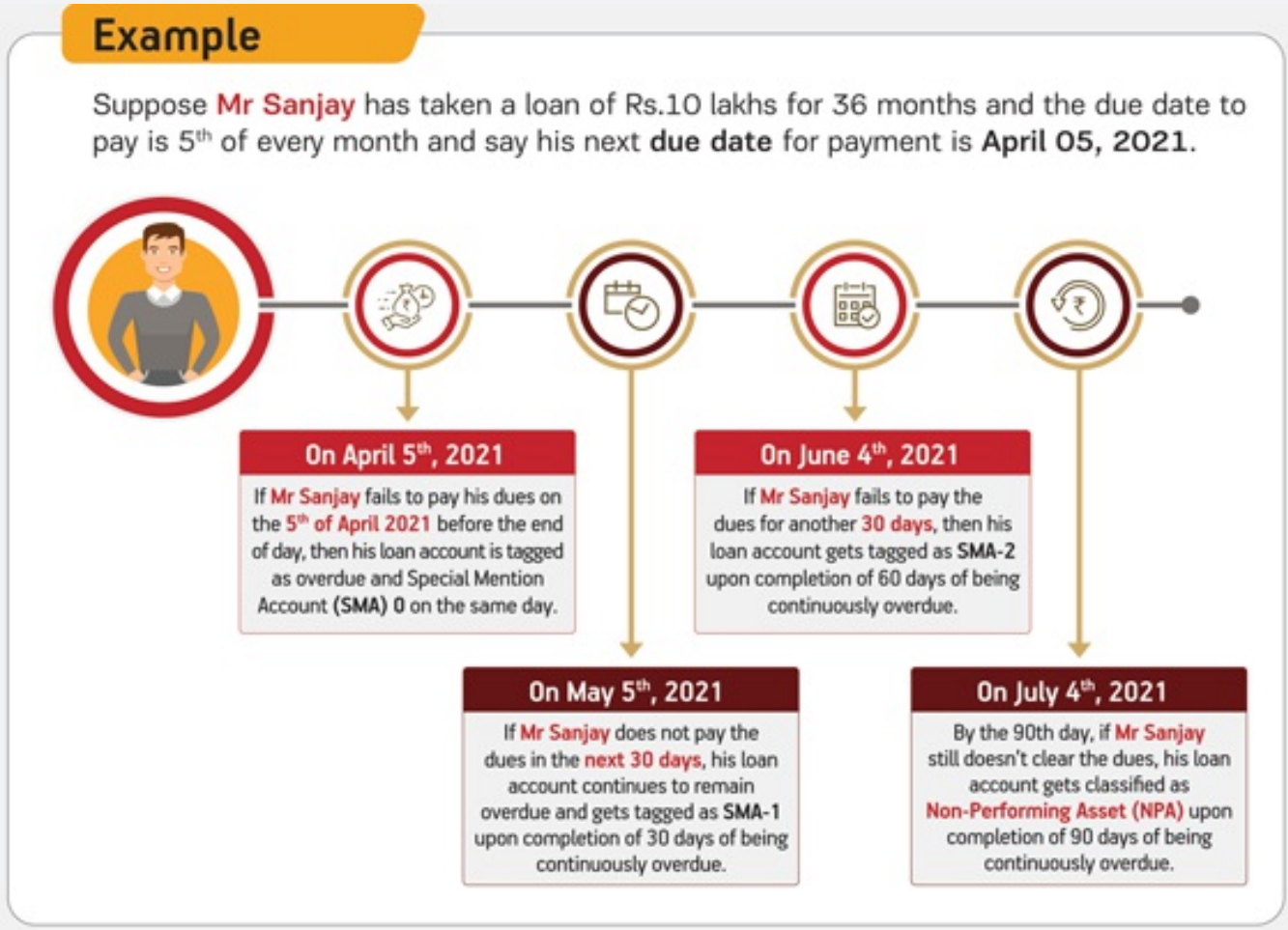
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IMPORTANCE OF FOLLOWING REPAYMENT SCHEDULE

The repayment schedule/payment advice that you receive while taking a loan from K. M. Global Credit Private Limited is a document that helps you to know the dates when you are required to pay interest, principal and other charges if any, to K. M. Global Credit Private Limited for the loan availed and helps you to manage your loan account efficiently and meet the obligations in a timely manner.

Here's what happens to your loan account if you miss paying your dues on time.

Basis the number of days your dues (dues means instalment of principal, interest and other charges if any) remain unpaid and overdue, your loan account gets classified into various categories. These categories influence your Credit Bureau Score, which may further affect your borrowing capacity in future.



The above illustration is also applicable for revolving facilities where either outstanding balance remains continuously in excess of the sanctioned limit /drawing power whichever is less or interest is overdue and not paid on due dates.

Source:

RBI circular no. RBI/2021-2022/125 DOR.STR.REC.68/21.04.048/2021-22 on 'Prudential norms on Income Recognition, Asset Classification and Provisioning, pertaining to Advances – Clarifications' dated 12th November, 2021. Here's a comprehensive table explaining the Special Mention Account (SMA) and Non-Performing Asset (NPA) classification.

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Loans other than revolving facilities		Loans in the nature of revolving facilities like cash credit/overdraft	
SMA Sub-categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 days		
SMA-1	More than 30 days and upto 60 days	SMA-1	More than 30 days and upto 60 days
SMA-2	More than 60 days and upto 90 days	SMA-2	More than 60 days and upto 90 days
NPA	More than 90 days	NPA	More than 90 days

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