

TERMS AND CONDITIONS AGREEMENT

This document is an electronic record in terms of applicable Information Technology laws and the amended provisions thereto pertaining to electronic records in various allied statutes as amended pursuant to the Information Technology laws. This electronic record has been generated by a computer system and does not require any authentication. The following terms and conditions (hereinafter referred to as the "Agreement") will be deemed to have been accepted by the User, on mere usage of the Website and hence the User is required to read them carefully before using the services on the website.

This Agreement (Hereinafter referred to as the "Agreement"), is entered into:

BETWEEN

Credit Sudhaar Finance Private Limited, a company formed and registered under the provisions of the Companies Act, 1956, having its registered office at 303, Ruby Crescent Business Boulevard, Above Axis Bank, Ashok Chakravati Road, Opp. Kandivali Flyover, Kandivali East, Mumbai 400 101, hereinafter referred to as "Company" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors, permitted assigns, affiliated companies, holding companies and subsidiary companies) and shall constitute the First Party,

AND

You (whether an individual representing yourself or a legal person) and hereinafter, referred to as "Client", which expression shall constitute the Second Party.

WHEREAS:

- A. The Company is a non – banking financial company and is engaged in the business of Financing, Loans and Advances, Lending against Security.
- B. The Client is desirous and is willing to avail the Loan Service being provided by the Company.

Now therefore, the Parties agree to provide and avail the Loan Service as mentioned above, based on the representations and warranties contained herein and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. FEE FOR LOAN SERVICE

The Client understands that there will be a processing fee, interest rates and other fees for the Loan Service. The details of the Loans being offered by the Company, the specification of the loans available and the fees payable for availing these is provided by the Company on the website, www.creditsudhaarfinance.com (“Website -1”) from time to time. The abovementioned fees and the interest rates will be more specifically mentioned in the Loan Agreement. The Client acknowledges and agrees that it shall be the sole responsibility of the Client to make himself / herself / itself aware of all relevant information for the services by visiting the Website -1. The Client acknowledges and confirms that at the time of agreeing to these T&Cs it has made itself aware of all details required to avail of the desired service and agrees to be billed at the time the instant T&Cs is agreed upon by entering into a Loan Agreement with the Company. The Company is free to revise the processing fee, interest rates and other fees at any time, and the revised fee shall be payable by the Client, in the event the Client wants to avail the Loan Service. Following are the Interest/Charges rates, Loan Tenure for Loan Service.

Interest/Charges Type	Interest/Charges Rate
Interest Rate	26% to 32% p.a
Processing Fees	5% of loan amount
Prepayment Charges	4% of the principal outstanding at the time of closure*
	* Loan can be closed after payment of min 1 EMI
EMI Dishonor Charges/ bounce Charges	Rs 500 per dishonor/ bounce
Default Interest Rate/ Penal Interest	1% per month on the unpaid amount
Loan Tenure	12 months to 36 months

2. CONFIDENTIALITY

It will be the sole responsibility of the Client to ensure that the use of name and password are kept confidential and not disclosed to any third party, including any representative of the Company, or its agents and shall take all possible care to prevent discovery of the name or password by any person.

3. DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE LOAN SERVICE UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LOAN SERVICE INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF THE LOAN SERVICE (OR ANY INFORMATION CONTAINED THEREIN). NO WARRANTIES WILL BE CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE, AND THE COMPANY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. IN ADDITION, THE COMPANY DOES NOT WARRANT THAT THE LOAN SERVICE (OR ANY INFORMATION THEREIN) WILL BE FREE FROM ERRORS, WILL MEET THE CLIENT'S OR CONSUMER USER'S NEEDS, OR WILL BE PROVIDED ON AN UNINTERRUPTED BASIS. THE CLIENT IS FURTHER ADVISED TO SEEK PROFESSIONAL GUIDANCE FROM AN EXPERT. THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR GOODWILL, ARISING FROM THE USE OF THE LOAN SERVICES OR THE WEBSITE - 1. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

4. INDEMNITY

The Client agrees to indemnify, defend and hold the Company and its agents, brokers, employees, entities to which it is affiliated to, holding companies and subsidiary companies; harmless from and against any losses arising out of or relating to any claim by the Client/ third party inter alia: i) Due to information provided by the Client to the Company which is false; ii) Due to information received by the Client on behalf of Company and certified by the Client as true when actually it is false and there are no reasonable means of verifying the same; and/or iii) Due to non-disclosure by the Client to the Company that the information sought to be modified/corrected/deleted or added is a subject matter of dispute before any arbitrator or tribunal or court. For the purpose of this Agreement, "losses" mean all claims, actions, losses, liabilities, damages and costs(including taxes) and all related costs and expenses(including reasonable attorney's fees and disbursements and costs of investigation, litigation and settlement).Similarly the Client agrees to indemnify, defend and hold the Company and its agents, brokers and employees harmless from and against any losses arising out of or relating to a claim by a third party against the Client for any act or omission, including the acts and omissions as detailed vide this clause.

5. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

All questions pertaining to validity, interpretation and administration of this Agreement shall be determined in accordance with the Indian laws and courts in Mumbai shall have exclusive jurisdiction. If any dispute arises between the parties the same shall at the first instance be settled amicably between the parties. The Company encourage resolution of all disputes at the first instance with the following Grievance Officer appointed by the Company:

Company:

Name: Jigar Gandhi

Address: 303, Ruby Crescent Business Boulevard, Above Axis Bank, Ashok Chakravati Road, Opp. Kandivali Flyover, Kandivali East, Mumbai 400 101.

Phone No: +91 22 67886777

Email id: jigar@creditsudhaar.com

If the matter is not resolved at the first instance by the Grievance officer than the same may then be settled by arbitration by a single Arbitrator appointed by the Company. The arbitration shall be held, in Mumbai, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

6. NOTICES

All notices in relation to this Agreement shall be in writing and addressed to the Company and the Client at the following address:

Company: 303, Ruby Crescent Business Boulevard, Above Axis Bank, Ashok Chakravati Road, Opp. Kandivali Flyover, Kandivali East, Mumbai 400 101.

Client: As specified by you.