

CREDIT APPLICATION

Legal Name of Business/Proprietor: _____

Date Established: ____/____/____

Address: _____

Mailing Address (If Different): _____

Owner, Partners Name: _____

Industry Trade References : _____

GST Number: _____ / _____

Phone: _____ / _____ / _____

E-Mail: _____ / _____

Contact Person and Phone: _____ / _____ / _____

Type of Business (Please Check):

____ Individual ____ Proprietorship ____ Partnership ____ LLP ____ Company

____ Corporation; SPECIFY IF OTHERS: _____

Is Your Organisation currently involved in bankruptcy procedures or declared insolvent ? :
Yes/No.

If Yes, when?:

Tax Status: (Check all that apply. Customers claiming any exemption MUST provide
copies of all certificates and permits.) *Attach Exemption Certificate:

Sales Tax Exempt: Yes/No Central Excise Tax Exempt: Yes/No

State Excise Tax Exempt: Yes/No

Type of Purchases (Check all that apply):

Petrol: Yes/No Diesel: Yes/No CNG: Yes/No Others:.....

Desired Credit limit IN WORDS : _____

Payment Information (PAYMENT IS DUE ACCORDING TO CREDIT TERMS FOR APPROVED ACCOUNTS): Please indicate your method of payment:

Cheque:Yes/No Cash:Yes/No RTGS:Yes/No Specify Other: _____

*Payments are subject to a Convenience Fee/Charges As Applicable/.

Estimated Monthly Volume IN WORDS: _____

(APPLICANT) Bank Name and Address: _____

Name in Which the Bank Account is held: _____

Bank Account Details: _____

The information provided on all pages of this document is for the purpose of obtaining credit information and is warranted by Applicant to be true. By your signature below, the undersigned Applicant agrees that any EXTENSION OF CREDIT FOLLOWING APPROVAL OF THIS CREDIT AGREEMENT/ APPLICATION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS AND SECURITY AGREEMENT included on this document, and you affirm THAT ALL THE INFORMATION GIVEN HEREIN IS TRUE AND CORRECT and represent that you are authorised to execute this agreement/ application on behalf of Applicant and that you have read the “Terms and Conditions and Security Agreement” and agree to be bound by them. The Applicant agrees that this Credit Agreement/Application, Guaranty, and Terms and Conditions and CREDIT Agreement contains the entire and only understanding between APPLICANT and CREDITOR relating to the subject of the matter hereof. No provision of this Agreement can be waived, amended or modified, except by an instrument in writing signed by a duly authorised representative of the CREDITOR. The execution of this Credit Agreement/Application, Guaranty and the Terms and Condition and CREDIT Agreement will be legally binding upon the Applicant SUBJECT EXCLUSIVE JURISDICTION OF PUNE, MAHARASHTRA.

Authorised Signature of Applicant: _____

Title of Applicant: _____

Date Signed: ____/____/____.

FOR OFFICE USE

Credit Granted / Denied: _____

Credit Approved / Denied By Representative Name: _____

Date: ____/____/____.

LOGIN ID GIVEN TO APPLICANT: _____

WEBSITE FOR LOGIN ID: WWW.BALWADKAR.COM

Security Deposit Amount: _____

Received By: Cheque / Demand Draft / RTGS / Cash / Others

Details of Deposit Received: _____

Authorised Personal
Name And Signature: _____

Title of Applicant: _____

Date: ____/____/____.

TERMS AND CONDITIONS AND CREDIT AGREEMENT

This Terms and Conditions and Credit Agreement (the "Agreement") between:

The Applicant:

Company Name: _____

Address: _____

hereto for the sake of brevity shall be referred / termed as the "Applicant")

AND

The Creditor:

M/s. BALWADKAR AUTO SERVICES;

Through Authorised Signatory:

Address: S. N. 132, BALWADKAR PETROL PUMP, NEAR WAKAD POLICE CHOWKI,
WAKAD, PUNE 411057.

hereto for the sake of brevity shall be referred / termed as the "Creditor"; have entered into in consideration of the extension of Credit by the Creditor to the Applicant on the following terms a conditions;

1. **SCOPE:** This Agreement and each invoice for inventory, goods or services to be provided by Creditor to Applicant govern the terms and conditions of all charges on Applicant's credit account ("Account") from the date of this Agreement until terminated. Creditor reserves the right to grant, revoke, or modify the terms of the Account at any time and nothing in this Agreement shall be construed as a guarantee or assurance of any extensions of credit on the Account at any time.

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2. **PAYMENT AND TITLE:** The Applicant shall pay the Account in accordance with the following terms for each type of product sold in days from the date of Invoice raised and received by Applicant. The Bills / Invoice/s can be seen by the Applicant and will be raised by the Creditor on the website www.balwadkar.com as soon as the order is placed by the Applicant using the Login ID as provided. The Applicant understands that on the placing an order on the website a coupon shall be generated and the said coupon code shall be informed by the Applicant to the Creditor and on satisfactory verification of the coupon code by the Creditor the Petrol/ Diesel/CNG will be supplied to the Applicant. The Applicant understand and agrees Separate Invoice/s will also be sent to the Applicant by the Creditor on the E-Mail ID and Mailing Address provided by the Applicant to the Creditor. The Applicant understands that for the sake of clarity the date on Invoice/Bills seen on the website of the Creditor by the Applicant using the given Login ID shall be considered the date of Invoice/Bills raised by the Creditor to the Applicant.
3. **PENALTY CLAUSE:** If Applicant has not paid all sums due to Creditor by the due as per terms of this agreement as per clause 2; a late fee charge/s of minimum 18% (on Invoice amount) or the highest amount legally allowed shall accrue and be payable per annum until paid in full by the Applicant to the Creditor. The Applicant is also liable to pay charges if Incurred/Borne by the Creditor; as per applicable laws including Taxes Law; due to the delayed / Non Payment by the Applicant.
4. **APPLICANT/S COVENANTS:** Applicant shall (i) provide Creditor with at least fifteen (15) days prior notice of any changes in Applicant's legal name, state of formation, incorporation, principal place of business or residence; (ii) shall inform the Creditor within 07 days on changing its form of

organisation or combine or merge with any other entity; (iii) except with respect to sales to Applicant's customers in the ordinary course of business, sell, transfer or encumber the Collateral in any manner whatsoever; or (vi) cause the Collateral to be maintained at any location other than the Applicant's "Address" as set forth in the Agreement (as may be changed from time to time by Applicant on prior notice to Creditor) except with respect to sales to Applicant's customers in the ordinary course of business.

5. **DEFAULT:** If;

- (i) Applicant makes a false statement on this Agreement,
- (ii) Applicant breaches any of its covenants or fails to perform any of its obligations hereunder,
- (iii) Applicant fails to make any payment on the Account when due: or
- (iv) Applicant or any guarantor of Applicant's obligations under this Agreement becomes insolvent, files a petition in bankruptcy or has an involuntary petition in bankruptcy filed against it,

then Applicant shall be in default under this Agreement and all sums owed by Applicant shall become immediately due and payable in full without further notice or demand, and Creditor shall be entitled to exercise any and all remedies available to it at law or in equity, including, without limitation, its rights as a secured creditor of Applicant;

without limiting the generality of the foregoing, Creditor shall in such event/s forfeit the Refundable Security Deposit towards the due payments. If the amount received on the sale of repossessed goods is insufficient to pay the full amount owed to Creditor after the forfeiture of

Security Deposit, Applicant agrees to pay immediately the unpaid amount of such deficiency;

Applicant waives any and all rights it may have under the agreement with respect to the enforcement of Creditor's Security thereof to the maximum extent permissible by law.

6. **NOTICES:** Any notice required or permitted to be given hereunder shall be effectively served :

(a) if delivered personally, upon receipt by the other Party; or

(b) if sent by prepaid courier service, registered mail, on its receipt;

(c) if given or made by facsimile, upon receipt of a transmission report confirming dispatch.

(d) Any requirement of reasonable notice shall be sent and shall be considered as served on the parties on the following Electronic Mailing Address and/or Postal/Billing Address of:

The Applicant:

E-Mail: _____

Postal Address: _____

The Creditor:

E-Mail: _____

Postal Address: S. N. 132, BALWADKAR PETROL PUMP, NEAR WAKAD POLICE
CHOWKI, WAKAD, PUNE 411057.

7. **COUPON SYSTEM:** The Applicant understands that on the placing an order on the website a coupon shall be generated and the said coupon code shall be informed by the Applicant to the Creditor and on satisfactory verification of the coupon code by the Creditor the Petrol/Diesel/CNG will be supplied to the Applicant. Applicant agrees and understand that on every fueling coupon number shall be generated by the Applicant from the website www.balwadkar.com using login given by the Creditor; wherein the applicant shall fill all the required details as per website. The Applicant understands that the Creditor has no access to the Login issued to the Applicant. Applicant agrees and understand that the Applicant solely shall have access to the issued Login only by the Password generated by the Applicant. The Applicant agrees that it and any person using the Login issued to Applicant by the Creditor shall promptly notify the Creditor of any malfunctioning of the Login ID of which Applicant or such person becomes aware. Applicant agrees that Creditor shall not be responsible for any damage or loss, including without limitation incidental or consequential damages to Applicant, or any other person/s using the Login issued to Applicant, which may result from using the Login to provide fuel or perform in any other matter. Applicant's right to purchase fuel through the Login issued may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Creditor.

Upon termination, Applicant agrees to immediately surrender all Login/s issued to the Applicant and to immediately pay all outstanding sums owed to Creditor. Applicant agrees specifically that the said Login/s issued is/are Non-Transferable.

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8. **SECURITY DEPOSIT / SECURITY CHEQUE:** Applicant understands that a refundable Security Deposit of INR _____/- (Indian Rupees _____ only) is required to / has been Paid to the Creditor on the effective date of this Agreement. The entire amount of the said Security Deposit will be held by the Creditor through the Term of this Agreement, which is refundable without any Interest on it, after 45 days date of expiration of this Agreement, subject to payment of all dues and obtaining No Due Certificate from the Creditor by the Applicant. The Applicant also agrees that the Applicant has given a Security cheque with the Creditor signed by the Creditor. The Applicant agrees that incase of Failure to pay the amount due to the Creditor by the Applicant the creditor has full Authority to Deposit the said Cheque for the Amount due by the Applicant to the Creditor in the event the payment is not paid by the Applicant and/or the Payment due to the Creditor cannot be settled even after forfeiting the Security Deposit by the Creditor.
9. **TERM OF AGREEMENT:** The Term of this Agreement shall be for a period of Month/s / Year/s from the Date of Execution of this Agreement. Any renewal of this Agreement shall be on mutually agreed terms upon notice of either Party's intention to renew at least thirty (30) days prior to the expiration of the Terms hereof. It is agreed by both the Parties that it is the responsibility of the Applicant to inform the Creditor regarding the expiration of this agreement. It incase the Agreement is not renewed due to by human error or oversight and the Applicant is still availing Credit Facilities the terms and condition of this agreement shall be binding on the Applicant to its fullest.

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10. **RELATIONSHIP OF THE PARTIES:** Applicant and Creditor, shall, at all times, remain independent contractors and nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
11. **SEVERABILITY:** In the event any part of this Agreement shall be as per Existing Law/s in India, this agreement shall be interpreted as if only that part is invalid and that the parties to this agreement will continue to execute the rest of this Agreement to the best of their abilities unless both parties mutually consent to the dissolution of this Agreement.
12. **GOVERNING LAW:** This Agreement is governed by the laws of the Union of India. The Applicant accepts unconditionally the exclusive jurisdiction of Court located in Pune, Maharashtra over any action or proceeding arising out of this Agreement.
13. **EXECUTION AND BINDING CLAUSE:** Applicant and Creditor agree that execution of signature pages of this Credit Agreement/Application, Terms and Conditions of Security Agreement along with any other attached documents hereto, shall be legally binding upon each party.
14. **ORIGINAL AND COPY:** Applicant agrees that the original of this document/s shall be in the Custody of the Creditor whereas a copy of the same has been handed over to the Applicant. The Credit Application shall be Considered as an important part of this Agreement.

15. THE APPLICANT WARRANTS:

- (i) ALL THE INFORMATION IN THIS AGREEMENT, CREDIT APPLICATION ALONG WITH INFORMATION GIVEN IN THE WEBSITE www.balwadkar.com USING LOGIN ID IS TRUE AND CORRECT IN ALL RESPECTS;
- (ii) THE UNDERSIGNED HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE APPLICANT; AND
- (iii) THIS AGREEMENT HAS BEEN CAREFULLY READ AND IS LEGALLY BINDING ON APPLICANT UPON ACCEPTANCE OF THE CREDIT APPLICATION BY CREDITOR.

THE APPLICANT:

_____	_____	_____	
Authorised Signature	Name / Title	Date	Seal

THE CREDITOR:

_____	_____	_____	
Authorised Signature	Name / Title	Date	Seal

CHECK LIST OF DOCUMENTS:

1. LETTER OF AUTHORITY: YES/NO
2. ID CARD: YES/NO
3. COMPANY INCORPORATION CERTIFICATE: YES/NO
4. GST NUMBER / GST CERTIFICATE:
5. SECURITY DEPOSIT: YES/NO
6. SECURITY CHEQUE NO/BANK/ BRANCH:

Authorised Personal
Name And Signature: _____

Title of Applicant: _____

Date: ____/____/____.