



Omkar Enterprises

Registered Address: Bk 673, Sai Baba colony, Opp Rajram Furniturewala, Ulhasnagar 421 003 Thane, Maharashtra,

ANNEXURE B – TERMS & CONDITIONS

1. Nature of Transaction – This is a private business-to-business funding arrangement linked to market-based investments, not a public deposit, NBFC activity, or fixed deposit scheme.
2. The Borrower shall pay the Lender a fixed return of 2% per month on the principal amount under this Agreement. In addition, the Borrower may, at its discretion and subject to business performance, provide an additional voluntary performance-based return of up to 18.00% per month. Such voluntary performance-based return shall not be construed as a contractual obligation, guarantee, or assured return, but rather a goodwill sharing by the Borrower, subject to availability of surplus funds.
3. Performance-Based Return – Up to 23.00% per month may be paid voluntarily by the Borrower based on business performance. This is not legally enforceable.
4. Principal Repayment – Full principal will be repaid in the 13th month from the loan date.
5. Lock-in Period & Pre-Withdrawal –
The Lender agrees to a minimum lock-in period of eight (8) months from the date of loan disbursement. No withdrawal of the loan amount is permitted during this period except through mutual written consent.
6. If the Lender requests pre-withdrawal after the lock-in period but before completion of the loan term, no penalty shall apply. However, no returns (guaranteed or performance-based) shall be payable on the withdrawn capital for that month.
7. Any payments already made for that month shall be adjusted, and the pending capital amount shall be calculated and repaid in the next monthly cycle only.
8. Payment Method – All payments via NEFT/IMPS/RTGS only.
9. Security – Borrower to issue 1 Post-Dated Cheques (PDCs) encashable only after 3 consecutive months of guaranteed payment default.
10. Delay in Payment – Delay beyond 30 days in guaranteed return of 2% attracts ₹50/day penalty; no penalty on performance-based portion.
11. The Borrower shall endeavor to make all repayments, including principal and monthly returns, on the scheduled dates as per this Agreement. However, the Borrower shall be entitled to a grace period of up to ninety (90) days from the due date to complete such repayment, without such delay being deemed a default or breach of this Agreement. The Lender expressly acknowledges and agrees that both monthly return payouts and principal repayment is subject to this grace period.”.
12. Risk Acknowledgement & Legal Advice Confirmation – The Lender confirms that they have read and understood all terms of this Agreement, including the risks of investment and payment delays. The Lender acknowledges that they had the opportunity to seek independent legal, financial, or tax advice prior to signing and enters into this arrangement voluntarily, without coercion or misrepresentation.
13. Confidentiality – Both parties shall maintain confidentiality of all terms and related information.
Non-Harassment & Professional Recovery – Recovery only via written communication or legal/arbitration channels; no threats, visits, or public defamation.
14. Goodwill & Reputation Protection – Lender shall not damage Borrower’s personal or business image; breach allows Borrower to claim damages.
15. Non-Criminal Clause – Disputes are civil in nature; no criminal proceedings unless proven fraud in civil court.
16. No Director / Family Liability – No claims against personal assets, family, or unrelated businesses of Borrower or directors.
17. Cheque Usage Restriction – PDCs to be used strictly per this Agreement; misuse will lead to legal action.





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18. Suicide / Personal Acts Disclaimer – Personal acts of the Lender, including self-harm, are unrelated to this Agreement; no liability on Borrower.
19. Private Arrangement Disclaimer – Not regulated under Banning of Unregulated Deposit Schemes Act, 2019 or RBI NBFC guidelines.
20. Written Communication Only – All official communication must be via registered post, official email, or signed acknowledgement; verbal/WhatsApp messages not binding.
21. Recovery Costs – Each party bears its own legal costs unless ordered otherwise by a competent court.
22. No Third-Party Assignment – Rights under this Agreement cannot be transferred without Borrower's written consent.
23. Asset Protection Clause – No claim over Borrower's assets beyond agreed repayments.
24. Limitation of Liability – Borrower's total liability is limited to principal + guaranteed returns only.
25. Withdrawal of Legal Action – Upon settlement, Lender must withdraw all legal/complaint actions immediately.
26. Data Privacy – Personal data kept confidential; disclosure only as required by law.
27. Regulatory Reporting – Borrower may share Agreement details with tax/regulatory authorities if required.
28. Termination – Agreement ends when both parties fulfill all obligations.
29. Waiver Clause – Failure to enforce any term does not waive that right.
30. Representation of Funds – Lender confirms funds are lawful and free from criminal activity.
31. No Joint Venture / Partnership – Agreement does not create a partnership or employment relationship.
32. Evidence Priority – Bank transfer proofs, signed receipts, and this Agreement are primary evidence
33. Dispute Resolution – All disputes resolved by arbitration in Pune, Maharashtra, under the Arbitration and Conciliation Act, 1996; award is final and binding .

