



# **MUKESH BABU FINANCIAL SERVICES LIMITED**

**CIN: L65920MH1985PLC035504**

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400021

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## **TERMS OF USE**

Approved on	07.05.2026
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PLEASE READ THE TERMS AND CONDITIONS ("TERMS" or "T&C") CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU, THE USER, AND MUKESH BABU FINANCIAL SERVICES LIMITED ("MBFSL") AND ALL ITS FELLOW SUBSIDIARIES, GROUP COMPANIES, AND PERMITTED ASSIGNS ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH THIS WEBSITE MAY BE USED/ACCESSED.

BY ACCESSING THIS WEBSITE, OR ANY PAGES THEREOF, AND/OR USING THE INFORMATION OR SERVICES PROVIDED ON OR VIA THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

IN THE EVENT YOU ARE NOT AGREEABLE TO THE T&C, YOU CANNOT ACCESS THE WEBSITE OR AVAIL THE SERVICES AVAILABLE ON THE WEBSITE.

IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF SPECIFIC PRODUCTS AND SERVICES AND THESE TERMS AND CONDITIONS, THE CONDITIONS SPECIFIC TO SUCH PRODUCTS AND SERVICES SHALL PREVAIL.

## 1. INTRODUCTION

This document is an electronic record in terms of the Information Technology Act, 2000, and rules made thereunder, as amended from time to time, including provisions pertaining to electronic records under applicable statutes. This electronic record is generated by a computer system and does not require any physical or digital signatures.

These Terms of Use ("Terms") are published in accordance with applicable laws, including the Information Technology Act, 2000, and applicable rules thereunder, including the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, and govern access to and use of the website and/or mobile application ("Platform") operated by Mukesh Babu Financial Services Limited ("Company" / "MBFSL") and its authorised Lending Service Provider (LSP's).

MBFSL is a Non-Banking Financial Company duly registered with the Reserve Bank of India ("RBI") and is engaged in the business of providing loan facilities in accordance with applicable RBI regulations.

## 2. ACCEPTANCE OF TERMS

By accessing, browsing, or using the Platform, or by availing any services offered by MBFSL ("Services"), the user ("Borrower" / "User") agrees to be bound by these Terms, the Privacy Policy, Fair Practices Code, and other policies of the Company, as may be updated from time to time.

**Continued use of the Platform constitutes acceptance of any modifications to these Terms.**



### 3. NATURE OF SERVICES

- 3.1. MBFSL is a Non-Banking Financial Company registered with the Reserve Bank of India and provides loan products to eligible borrowers in accordance with applicable laws and RBI regulations.
- 3.2. The Company may offer its loan products through digital channels, including mobile applications and websites operated by third parties (“Digital Lending Applications” or “DLAs”).
- 3.3. In this regard, Bluestrait Technologies Private Limited acts as a Lending Service Provider (“LSP”) to MBFSL and facilitates customer acquisition, onboarding, and other support services through its DLAs, in accordance with applicable RBI guidelines on digital lending.
- 3.4. Notwithstanding the involvement of LSP:
  - the loan shall be sanctioned, disbursed, and serviced solely by MBFSL;
  - MBFSL shall remain responsible for all regulatory compliance, customer service, grievance redressal, and adherence to RBI guidelines; and
  - LSP shall not act as a lender in respect of the loans.
- 3.5. All loan disbursements shall be made directly into the Borrower’s bank account or end users account in compliance with applicable RBI guidelines and all repayments shall be made directly to MBFSL, in compliance with RBI’s lending guidelines, including restrictions on pass-through or pooling accounts.
- 3.6. Any fees payable to Bluestrait Technologies Private Limited as LSP shall be borne by MBFSL, unless expressly disclosed to the Borrower in the Key Fact Statement (KFS) and loan documentation, in accordance with applicable law.

### 4. 4. ELIGIBILITY

- 4.1. The Services are available only to persons who are competent to contract under the Indian Contract Act, 1872.
- 4.2. Persons who are minors, undischarged insolvents, or otherwise not legally competent are not eligible to use the Platform.
- 4.3. MBFSL reserves the right to reject or terminate access where eligibility criteria are not met.

### 5. 5. LOAN APPLICATIONS AND PROCESSING

- 5.1. All communications shall be provided in English or in a vernacular language as understood by the Borrower.
- 5.2. Loan application forms shall contain all material information required for an informed decision, including:
  - applicable interest rates (annualised);
  - fees and charges;
  - repayment obligations; and
  - required documentation.



- 5.3. The Company shall acknowledge receipt of loan applications and endeavour to process them within indicative timelines.
- 5.4. The Company shall provide a KFS as prescribed by RBI to all prospective borrowers to help them take an informed view before executing the loan contract.

## 6. 6. ACCOUNT REGISTRATION AND KYC

- 6.1. The Borrower shall provide accurate and complete information during registration and throughout the tenure of the relationship.
- 6.2. The Borrower shall comply with Know Your Customer (KYC) requirements, including submission of:
  - identity and address proof;
  - PAN;
  - Aadhaar (where applicable and consented);
  - income/employment details;
  - and any other documentation as required under applicable laws.
- 6.3. The Company may undertake verification through third-party service providers, credit bureaus, or government databases in accordance with applicable laws.
- 6.4. The Borrower consents to:
  - credit bureau checks;
  - risk profiling;
  - sharing of information with regulated entities, as permitted by law.
- 6.5. The Borrower acknowledges that onboarding, KYC, and related processes may be facilitated digitally through DLAs operated by LSP, acting on behalf of MBFSL. The Borrower's data collected through such DLAs shall be shared with MBFSL for the purpose of loan processing, in compliance with applicable data protection and RBI regulations.

## 7. 7. LOAN SANCTION AND AGREEMENT

- 7.1. Upon approval, MBFSL shall issue a sanction letter or equivalent communication specifying:
  - loan amount;
  - annualised interest rate;
  - tenure;
  - fees and charges;
  - penal charges (highlighted); and
  - key terms and conditions.
- 7.2. A copy of the loan agreement and all referenced documents shall be provided to the Borrower at or prior to disbursement.
- 7.3. Acceptance of loan terms shall be recorded electronically or otherwise.

## 8. 8. DISBURSEMENT AND REPAYMENT

- 8.1. Loan disbursement shall be made to the Borrower's/end user's verified bank account, subject to completion of documentation.



- 8.2. Repayment shall be made through approved payment modes, including auto-debit mandates.
- 8.3. The Borrower shall repay all dues, including principal, interest, and charges, in accordance with the agreed schedule.
- 8.4. Penal charges for delay shall be disclosed transparently and shall be reasonable and compliant with RBI guidelines.
- 8.5. Prepayment or foreclosure shall be permitted in accordance with the loan agreement and applicable regulations.

## 9. CHANGES IN TERMS

- 9.1. The Company shall have the right at any time to change or modify the terms and conditions applicable to Subscriber's use of the Website, or any part thereof, or to impose new conditions, including but not limited to, adding fees and charges for use in compliance with RBI guidelines. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to, posting on the Website, or by electronic or conventional mail. **Any use of the Website by Subscriber after such notice shall be deemed to constitute acceptance by you of such changes, modifications or additions.**
- 9.2. Any such changes in respect of interest rates and charges shall be applied prospectively.
- 9.3. Decision to recall / accelerate payment or performance under the agreement shall be in consonance with the loan agreement.

## 10. FAIR PRACTICES AND RECOVERY

- 10.1. MBFSL shall adhere to fair practices in lending and recovery in accordance with RBI guidelines.
- 10.2. The Company shall not resort to:
  - harassment;
  - coercion;
  - undue pressure; or
  - contacting borrowers at inappropriate hours.
- 10.3. Recovery actions shall be undertaken in accordance with applicable law and internal policies.

## 11. FEES AND CHARGES

- 11.1. The Borrower agrees to pay all applicable fees, including processing fees and other charges, as disclosed.
- 11.2. All charges shall be transparently disclosed in the Key Fact Statement and loan agreement.
- 11.3. Fees once paid may be non-refundable unless otherwise specified.



## 12. USER OBLIGATIONS

The Borrower agrees:

- to provide accurate and updated information;
- not to misuse the Platform;
- to maintain confidentiality of login credentials; and
- not to engage in unlawful or prohibited activities.

## 13. USE OF THE WEBSITE

13.1. The Borrower agrees, undertakes and covenants that, during the use of the Website, the Borrower shall not host, display, upload, modify, publish, transmit, update or share any information that:

- 13.1.1. Belongs to another person or entity and to which the Borrower does not have any right.
- 13.1.2. Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful or racially or ethnically objectionable, disparaging or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.
- 13.1.3. Is misleading in any way.
- 13.1.4. Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
- 13.1.5. Infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity.
- 13.1.6. Tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or solicits passwords or personally identifying information for commercial or unlawful purposes from other Borrowers.
- 13.1.7. Interferes with another Borrower's use and enjoyment of the Website.
- 13.1.8. Refers to any website or URL that, in MBFSL's sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms.
- 13.1.9. Contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information.



#### 14. DATA PROTECTION AND PRIVACY

- 14.1. Personal data shall be processed in accordance with applicable data protection laws, including the Digital Personal Data Protection Act, 2023.
- 14.2. The Company shall implement reasonable security practices to protect user data.
- 14.3. Data may be shared with regulators, credit bureaus, service providers, and other permitted entities in compliance with law.
- 14.4. The Borrower understands and agrees that personal data may be collected through DLAs operated by Bluestrait Technologies Private Limited, acting as LSP to MBFSL. Such data shall be processed strictly for specified purposes related to loan origination and servicing, and in accordance with:
  - applicable data protection laws; and
  - RBI's Digital Lending Guidelines.
- 14.5. MBFSL shall ensure that Bluestrait Technologies Private Limited adheres to appropriate security standards and data usage restrictions, including purpose limitation and storage limitation.

#### 15. LINKS TO THIRD-PARTIES' WEBSITES

The Website may contain links and interactive functionality interacting with the websites of third parties. MBFSL is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such website, MBFSL strongly recommends that the Borrower reviews and understands the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

#### 16. DISCLAIMER OF WARRANTIES

THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO THE BORROWER THROUGH THE WEBSITE (COLLECTIVELY, THE "CONTENTS") ARE PROVIDED BY MBFSL ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. MBFSL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE ACCURACY OR COMPLETENESS OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION OR RECEIPT OF LOANS. MBFSL SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO THE BORROWER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENT OR INFORMATION OR ANY OTHER LOSSES INCURRED BY THE BORROWER FOR FAILURE TO RECEIVE LOANS. THE BORROWER EXPRESSLY AGREES THAT THE USE OF THE WEBSITE IS AT THE BORROWER'S



SOLE RISK. MBFSL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE OR THE SERVICES OR THE CONTENTS INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, MBFSL DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE WEBSITE AND ITS CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

## 17. LIMITATION OF LIABILITY

IN NO EVENT SHALL MBFSL, ITS DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE BORROWER'S ACCESS TO AND USE OF THE WEBSITE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SECURE SERVERS AND/OR ANY AND ALL PERSONAL AND/OR BUSINESS AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MBFSL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, THE MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR EQUITY) OF MBFSL VIS-À-VIS ANY BORROWER, REGARDLESS OF THE FORM OF CLAIM, SHALL BE LIMITED TO THE AGGREGATE OF FEES PAID BY THE BORROWER TO MBFSL OR ITS LSP. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

## 18. TERMINATION

- 18.1. MBFSL in its sole discretion, may modify, suspend, or terminate access to, all or any portion of the Website at any time for any reason including termination for breach of any of these Terms or the Privacy Policy.
- 18.2. The Borrower shall be entitled to terminate the Borrower's access to the Website and the Services thereof on the Borrower's repayment of all



outstanding principal, interest, fees and charges in relation to Borrower's loan listings on the Website.

18.3. None of the Borrower's content shall remain accessible on the Website upon termination. This information cannot be recovered by the Borrower, once the account is terminated.

18.4. The disclaimer of warranties, the limitation of liability, and the governing law provisions shall survive any termination of these Terms.

## 19. GRIEVANCE REDRESSAL

19.1. The Company has established a grievance redressal mechanism in accordance with RBI guidelines.

19.2. Borrowers may contact the Nodal Grievance Redressal Officer at:

Mr. Mahesh Thakar  
Nodal Grievance Redressal Officer  
Mukesh Babu Financial Services Limited  
111, Maker Chambers III, 223, Nariman Point, Mumbai – 400021  
Email: info@mukeshbabu.com  
Phone: 022-26232051, 22844015

19.3. If the complaint is not resolved within the stipulated time, the Borrower may approach the RBI Ombudsman under the Integrated Ombudsman Scheme.

19.4. For loans sourced through DLAs operated by Bluestrait Technologies Private Limited, Borrowers may raise complaints either through the DLA interface or directly with MBFSL. However, MBFSL shall remain the nodal entity responsible for grievance redressal in accordance with RBI guidelines.

## 20. GOVERNING LAW

These Terms shall be governed by the laws of India. Courts having jurisdiction over the registered office of MBFSL shall have exclusive jurisdiction.

## 21. REGULATORY DISCLOSURE

21.1. MBFSL is registered with the Reserve Bank of India as a Non-Banking Financial Company.

21.2. RBI does not accept responsibility for the correctness of statements made by the Company and does not guarantee repayment of loans.

## 22. MISCELLANEOUS

22.1. These Terms shall be read in conjunction with:

- Privacy Policy;
- Fair Practices Code;
- Loan Agreement;



22.2. In case of conflict, applicable law and RBI regulations shall prevail.

### 23. DIGITAL LENDING DISCLOSURE

23.1. The Borrower acknowledges that:

- the loan is provided by MBFSL;
- Bluestrait Technologies Private Limited acts solely as an LSP facilitating digital onboarding through its DLAs;
- all loan-related decisions are taken by MBFSL; and
- the Borrower shall not make any payments to any third-party account other than those expressly specified by MBFSL.

23.2. The Borrower is advised to verify all communications and ensure that all payments are made only to accounts in the name of MBFSL, in accordance with RBI guidelines.