



CAPITALBOX LOAN CONSULTANCY AGREEMENT

This Agreement ("Agreement") is executed on this day of _____ by and between **CapitalBox**, having its registered office at Exult Shoppers, Near Siddhi Vinayak Temple, Vesu, Surat – 395007, Gujarat, India (hereinafter referred to as the "Company" or "CapitalBox"), and the undersigned **Customer** (hereinafter referred to as the "Client").

PURPOSE

The Customer engages CapitalBox for loan consultancy, documentation support, and facilitation services. CapitalBox assists in preparing and submitting loan applications to banks, NBFCs, or financial institutions.

NATURE OF SERVICES

CapitalBox is not a lender, NBFC, or bank. CapitalBox does not sanction, approve, or disburse loans. CapitalBox only facilitates communication and documentation between the Customer and lenders. Once the loan is approved and disbursed, the loan account is maintained solely by the concerned NBFC or Bank, not by CapitalBox.

PAYMENT & BILLING CLAUSE

The Customer agrees to pay consultancy/documentation fees as per the invoice or sales order issued by CapitalBox. All payments shall be made only to CapitalBox's official accounts. Once payment is made against invoice/sales order, such fees shall be deemed earned and non-refundable. Applicable taxes shall be borne by the Customer. Payment receipts, invoices, and registered email confirmations shall constitute valid evidence of acceptance of this Agreement.

CONFIDENTIALITY

Both Parties agree to maintain confidentiality of all information and documents exchanged. CapitalBox may share Customer data only with lenders, NBFCs, or regulators as required for service delivery.

DISCLAIMER

CapitalBox does not guarantee loan approval or sanction. Final decision lies with the



lender. CapitalBox has no liability after loan disbursement.

LIMITATION OF LIABILITY

CapitalBox's liability is limited to the consultancy fees actually received. CapitalBox shall not be liable for loan rejection, interest rates, repayment terms, or lender policies.

INDEMNITY

The Customer shall indemnify CapitalBox against any claims, losses, or liabilities arising from false information, forged documents, or breach of lender requirements.

TERMINATION

CapitalBox may terminate services if the Customer provides false information, fails to pay consultancy fees, or misuses services.

FORCE MAJEURE

Neither Party shall be liable for delays or failures caused by events beyond reasonable control, including government policy changes, cyberattacks, pandemics, or natural disasters.

DIGITAL EXECUTION & SIGNATURE

This Agreement may be executed electronically through platforms such as **Odoo Sign** or other recognized e-signature providers. Such electronic signatures shall be legally valid and binding under the Information Technology Act, 2000. Electronic records maintained by CapitalBox (including signed PDFs, audit trails, registered email confirmations, and consent logs) shall constitute valid evidence of acceptance and execution of this Agreement.

DISPUTE RESOLUTION

Any dispute shall be resolved through arbitration under the **Arbitration and Conciliation Act, 1996**. The seat of arbitration shall be Surat, Gujarat. Courts at Surat shall have exclusive jurisdiction.

GOVERNING LAW



This Agreement shall be governed by and construed in accordance with the laws of India, including but not limited to the **Indian Contract Act, 1872**, the **Information Technology Act, 2000**, and other applicable statutes.

NOTICE

All notices, communications, or legal correspondences under this Agreement shall be sent to the registered office of CapitalBox or to the official email address **support@capitalbox.co.in**. Notices to the Customer shall be sent to the registered email address provided during onboarding. Notices shall be deemed effective upon delivery to the registered email or physical address.

ENTIRE AGREEMENT & SEVERABILITY

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions. If any provision is held invalid, the remaining provisions shall continue in full force and effect.

FOR CAPITALBOX

Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

FOR CUSTOMER

Name: _____

Signature: _____

Date: _____
