

# **LOAN AGREEMENT**

Name: SATENDRA SINGH Father: Mahesh Singh Date of Birth: 1992-07-05

Gender: M
Marital Status: Single
Occupation: Farmer
Nationality: India
Residential Status: India
Proof of Identity PAN

PAN: ESAPS4288A
Proof of Address: Aadhar \*
Address Type: PERMANENT

Address: S/O: Mahesh Singh, 43, Gram

Judmaniya Post Paipakhara, Jurmaniya, Rewa, Madhya

Pradesh - 486450 Gram Judmaniya Post

Paipakhra Dist. Rewa M. P.

Phone Number: 9753917555

Email: singhsatendra25324@gmail.c

om

Name of Bank:
Bank A/C No:
HSC:
UNION BANK OF INDIA
481402010414796
UBIN0548146
Wahesh Singh
Phone Number of
9630251764

Related Person:

**Current Address:** 



### SUMMARY OF THE LOAN TERMS

LOAN ID / SERIAL NO. 2171877 CITY: Rewa, Bhopal

I understand the terms of the loan to be provided to me by Lender if approved as per the internal policies and law shall be as specified below ("Loan"):

Lender: Vaibhav Vyapaar Pvt Fees and Charges: NA

Limited

Platform: www.loanfront.in Platform Fees: INR 200/-

Loan Amount: INR 2500/- GST Charges: 18% on Platform Fee

Rate of Interest: 35.04% Per Annum Cheque bounce: NA Purpose of Loan: **Personal** Cheque swap: NA Document retrieval: Service Charges: NA NA **INR 100/-**NACH Dishonor: Late Payment **INR 20.00** 

Fee:(subsequent per day):

Late Payment Fee:(one time INR 50.00

overduecharges):

Residential Status: India Full and Part Prepayment NA

Charges:

I agree to submit the following documents for availing of Loan:

PAN Card or Form 60\* PAN Last 3 months bank NA

Address Proof: Aadhar

statements or other income
proof
Any other document
requested by Lender

I / We further acknowledge, understand and agree that Lender has adopted risk-based pricing, which is arrived by taking into account, broad parameters like my financial and credit profile. I arrived at understanding all the terms listed above and hereby apply for the said Loan to Lender. I / We also understand and acknowledge that the platform fee, along with applicable GST, shall be paid to CapFront Technologies Private Limited (GST number - 29AAHCC8732D1ZK), which is a distinct and separate entity from the Lender. I / We accept that the acceptance of application places no obligation on the Lender to approve the Loan.

## **SELF - DECLARATION**

I, agree to be bound by the Standard Terms (Loan Facility) and the Most Important Terms and Conditions ("MITC") for the purposes of the Loan and Facility. The Borrower(s) represent that (i) each Borrower, its directors/partners (if any) have not been declared insolvent nor have any insolvency/ bankruptcy proceeding been initiated against them; and (ii) information furnished in this Application is true and correct. The Borrower(s) have no objection to Lender and/ or its group companies and/ or its agents providing me/us information on various products, offers and services provided by Lender and/ or its group companies through any mode (including telephone calls, SMSs/ emails, letters etc.) and authorize Lender and/ or its group companies and/ or its agents for the above purpose. I confirm that laws in relation to the unsolicited communication referred in "National Do Not Call Registry" as laid down by 'TELECOM REGULATORY AUTHORITY OF INDIA' will not be applicable for such information/ communication to me. Borrower(s) agrees and accept that Lender may in its sole discretion, by its self or through authorised persons, advocate, agencies, bureau, etc. verify any information given, check credit references, employment details and obtain credit reports to determine creditworthiness, as required, from time to time. Borrower(s) acknowledges the consent given by the Borrower and such third parties (as required) to Lender to obtain Borrower's KYC and credit related information/documents from third parties including Unique Identification Authority of India, Credit Information Bureau of India Ltd and Reserve Bank of India and/or any other statutory authority or official of the Government of India and also further consents that Lender may, by its self or through authorized persons, verify any information given, check credit references, employment details and obtain KYC related documents or credit reports to determine genuineness of the Borrower and/or creditworthiness from time to time. The Borrower further acknowledges the consent to Unique Identification Authority of India or RBI or such any other such third party consenting to sharing of information with respect to the Borrower with Lender. Borrower(s) have no objection to Lender or any of its subsidiaries exchanging and sharing information with its affiliates, regulatory bodies, government and credit agencies and other such authority as may be required.

Name and Signature of the Borrower: SATENDRA SINGH

# STANDARD TERMS: LOAN FACILITY

- The Borrower may apply for a loan by submitting the duly completed Application Form(s) and Lender may agree to grant such loan (has applied a "Loan") subject to these terms and conditions ("Standard Terms") read together with the Application Form(s), Drawdown Request(s) and MITC as exchanged between the parties (together referred to as "Transaction Document"). I / We accept that the acceptance of application places no obligation on the Lender to approve the Loan.
- Definitions: "Account" means the bank account/any other relevant account where the Loan disbursement is requested and more specifically provided under the Application Form or Draw down Request; "Application Form" means the loan application form submitted by the Borrower to the Lender for applying and availing of the Facility, together with all other information, particulars, clarifications and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Facility; "Availability Period" mean the period of 1(one) month from the date of sanction of the Facility (or such extended date as may be approved by the Lender, in its sole discretion); "Drawdown Request" means a request from the Borrower in a form and manner acceptable to the Lender for seeking disbursement of Loan; "Drawing Power" means the threshold limit(s) assessed by the Lender, in its sole discretion from time to time, which shall be within the overall sanctioned limit and shall determine the amount of drawdown that can be requested by the Borrower at any given time under the Facility; "Due Date" means such

date(s) on which any payment becomes due and payable under the terms of the Transaction Documents (or otherwise) as specified from time to time, by the Lender; "Increased Costs" means a reduction in the rate of return from the Loan(s) or on the Lender's overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by the Lender); any additional or increased cost including provisioning as may be required under or as may be set out in RBI regulations or any other such regulations from time to time; or a reduction of any amount due and payable under the Transaction Documents; "Loan" means each disbursement made under the Facility; "Tax" means any tax, Goods and Service Tax ("GST"), levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying the same); and Capitalized terms not defined herein, shall have the meaning ascribed to such terms under the Application Form or Drawdown Request.

- 3 The Lender at it's sole discretion may agree to grant the Facility to the Borrower on the basis of the Application Form, KYC, Credit Reports and Transaction Documents.
- 4 The Lender shall not be obliged to provide any written acceptance to Drawdown Request of the Borrower and may do so orally or by disbursement of a Loan (or a part thereof). Grant of the Facility and acceptance of the Borrower's request shall be at the absolute discretion of the Lender and the Lender shall not be required to notify any rejection of the Application Form to the Borrower.
- The Borrower may request for disbursement only if (a) no Event of Default or potential event of default has occurred or is continuing, (b) Drawdown Request during the Availability Period for an amount not exceeding the Drawing Power has been submitted by the Borrower and (c) no material adverse event in the opinion of the Lender has occurred. The Borrower's request for the Facility and each Drawdown Request shall be irrevocable unless rejected by the Lender. Any such disbursement made by the Lender into the Account (whether in the name of the Borrower or any third party) shall be a Loan under this Facility. Lender shall not be responsible for any dispute between Borrower and any such third party. In the event that the Lender accepts the Borrower's request for the Facility and sanctions the Facility, the Lender may, subject to satisfaction of all the conditions precedents, disburse Loan(s) into the Account and the Borrower confirms that the Loan shall be utilized only for the Purpose and subject to the terms under the Transaction Documents. The Lender shall not be required to notify any rejection of the Application Form to the Borrower.
- 6 In case of an Event of Default, Borrower will, to the extent permitted by law, be required to pay interest (before as well as after judgment/award) on the overdue amount to the other party on demand, for the period from (and including) the original Due Date for payment to (but excluding) the date of actual payment, at the Additional Rate of Interest.
- The Borrower acknowledges and agrees that the rates of interest specified in the Transaction Documents are reasonable and that they represent genuine pre-estimates of the loss expected to be incurred by the Lender in the event of non-payment by the Borrower; and the rate of interest payable by the Borrower shall be subject to change prospectively based on the monetary policies as may be changed by the Reserve Bank of India ("RBI") and other factors impacting the interest rates. The Borrower shall bear all Taxes in connection with the Transaction Documents (as applicable). If any such cost is incurred or paid by the Lender, Borrower shall forthwith reimburse the same. In the event of the Borrower failing to pay the monies referred to above, the Lender shall be at liberty (but shall not be obliged) to pay the same by directly debiting the account of the Borrower or otherwise subject to reimbursement of all costs I incurred by the Lender.
- The Borrower shall make each payment as per Due Date. If the respective Due Date is not a Business Day, then the Borrower agrees that the payment shall be made on the preceding Business Day. The Borrower shall not prepay the outstanding principal amounts of any of the Loan(s) in full or in part, before the Due Dates, except with the prior written consent of the Lender and subject to payment of pre-payment charges as specified in the Transaction Documents or by the Lender., All payments shall be made in freely transferable funds without any set off, counter claim or any deduction (except to the extent that the Borrower is required by law to make payment subject to any Tax deduction at source under the applicable law). In case any such deductions are made the Borrower agrees to deliver to the Lender, within the statutory time frame prescribed under the law or 20 (twenty) days of the payment being made, whichever is earlier, satisfactory evidence that the Tax has been deducted at source and duly remitted to the appropriate authority.
- 9 Notwithstanding anything to the contrary, the Lender may at any time, cancel the undisbursed portion of the Facility and can also recall any or all portion of the disbursed Loan on demand in its sole discretion, whether during an Event

of Default or otherwise. Upon such recall, the Loan and other amounts stipulated by the Lender shall be payable forth with.

- 10 The repayment schedule maybe in the form of amortization of Facility wherein the principal and interest is repaid over the Tenure of the Facility by way of installments (which may or may not be equal).
- 11 The Borrower makes the representations and warranties hereunder to the Lender for the entire tenure of the Facility, repeated on each day until the arrangement is active, in reliance of which the Lender may grant the Facility: (i)The Borrower has the competence to enter into and perform under the Transaction Documents and to carry on its business and operations as it is being or is proposed to be conducted; (ii) The Facility once granted by the Lender under Transaction Documents constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms; (iii) The Borrower is in compliance with all laws (including laws relating to environment, social and labour, Tax, anti-corruption and anti-money laundering, anti-bribery) applicable to the Parties; (v) The Transaction Documents, do not and will not conflict with any law; or (b) with any document which is binding upon the Borrower or any of its asset; (vi)The Borrower has a valid agreement with the Portal has not blacklisted/ delisted/ suspended or otherwise terminated such arrangement; (vii) Except to the extent disclosed to the Lender, no litigation, arbitration, administrative or other proceedings nor has the Borrower been declared to be a willful defaulter or a non-cooperative Borrower (vii) All information communicated to or supplied by or on behalf of the Borrower to the Lender, are true and fair and correct and complete in all respects as on the date on which it was communicated or supplied; and (b) Nothing has occurred since the date of communication or supply of any information to the Lender which renders such information untrue or misleading in any respect. (viii) The Borrower shall provide and complete all payment mandates, as and when requested by the Lender, to the Lender or to the Delegate (ix) The Borrower shall not use the fund for purchase of gold in any form or bribe any person and (x) The Borrower shall ensure that the obligations under the Transaction Documents shall at least rank pari passu with all its unsecured and unsubordinated obligations.
- The Lender may also delegate to such person(s) the right and authority to perform and execute all such acts, deeds, matters and things connected herewith, or incidental thereto, as the Lender may deem fit. The Borrower recognizes, accepts and consents to such delegation. The Borrower shall ensure that all payment mandates including, electronic clearing service (ECS) or national automated clearing house (NACH) mandate, if any, provided to the Lender or to the Delegate, are honoured at all times and such mandates are not altered or amended without prior permission of the Lender.
- 13 The Borrower shall, within three (3) Business Days of demand by the Lender, pay the amount of any Increased Costs incurred by the Lender as a result of (i) the introduction of or any change in any law or regulation; (ii) compliance with any law or regulation made before or after the date of relevant Loan or (iii) in the event of the Lender being called upon to pay any additional amount by its lending agency in terms of their respective financing agreements) or (iv) on account of factors beyond the control of the Lender.
- 14 The Borrower shall, indemnify and keep the Lender harmless against any cost, loss, damages, expenses, liability (including without limitation, liability under Tax laws whether in form of Tax, interest, penalty or otherwise or third-party claims (including legal fees) incurred by the Lender arising out of or in connection with the Facility and /or due to any breach under the Transaction Documents. The Borrower shall promptly notify the Lender of any breach of any representations, warranties, covenants, undertakings or any other terms of these Standard Terms together with the steps taken to remedy it. Upon the breach being reported, the Lender may, without prejudice to any of its rights under law or contract, in its sole discretion recommend implementation of corrective measures to remedy such breach in a form, manner and time as may be necessary or desirable to the Lender.
- Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable law or anything contained in the Transaction Documents, the amounts repaid by the Borrower shall be appropriated first towards cost, charges and expenses and other monies; secondly towards interest on cost charges and expenses and other monies; thirdly towards interest on the delayed payments; fourthly towards interest payable under the Transaction Documents and lastly towards repayment of any principal amounts. The Borrower shall from time to time, if required by the Lender, provide security, in a form and manner satisfactory to the Lender.
- 16 The Lender reserves the unconditional right to cancel the limits sanctioned without giving any prior notice to the Borrower. The Parties further agree that The Lender shall have the right to disclose or publish any information regarding the Borrower or guarantor(s) (if any) and any information and documents that they might possess from time to time to: (a) any of its branches or with other banks, financial institutions, Credit Information Bureau of India

Limited, credit reference or rating agencies/bureaus or other individuals/entities either in response to their credit inquiries directed to the Lender or in the event of the Borrower not complying with any terms and conditions herein or otherwise and (b) the Reserve Bank of India and/or any other statutory authority or official of the Government of India or that of any other state.

- 17 Events of Default: The Borrower shall be deemed to have committed an act of default on the occurrence of interalia but not limited to, any one or more of the following events (hereinafter referred to as "Event of Default"): (i)Default has occurred in the payment of any monies in respect of the Facility on the due dates (whether at stated Due Date, by acceleration or otherwise) under the terms of the Transaction Documents (ii) Default (other than a payment default) has occurred in the performance of any covenant, condition, agreement or obligation on the part of the Borrower under the Transaction Documents and such default has continued for a period of 10 (ten) days after notice in writing thereof has been given to the Borrower or as the case may be, to such other person, by the Lender (except where the Lender is of the opinion that such default is incapable of remedy, in which event, no notice shall be required). (iii) Breach of any representation, warranty, declaration or confirmation made or deemed to be made under the Transaction Documents; (iv) Death of the Borrower or termination of the agreement between the Borrower and the Portal or blacklisting from the Portal or the Security provided by the Borrower hereunder is under jeopardy. (v) The Borrower has, or there is a reasonable apprehension that the Borrower would, voluntarily or involuntarily become the subject of proceedings under insolvency law; (vi) Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as and when they mature or become due upon becoming aware of the default the steps (vii) An event of default howsoever described occurs under any agreement or any indebtedness of the Borrower becomes, or becomes capable at such time of being declared, due and payable under such agreements before it would otherwise have been due and payable.
- 18 Upon occurrence of any Event of Default(s) the Lender shall be entitled at its absolute discretion to inter alia call upon the Borrower to pay forthwith the outstanding balance of the Facility together with interest and all sums payable by the Borrower to the Lender; and call upon the Borrower to pay all claims, costs, losses and expenses that may be incurred by the Lender because of any act or default on the part of the Borrower under the Transaction Documents.
- In the event, where the Borrower fails to provide necessary GST related details, the Lender shall consider the Borrower as unregistered under the provisions of GST act and proceed accordingly. If there are any changes or modifications in GST related details of the Borrower, the Borrower shall intimate to the Lender of such changes. On the date of receipt of such request, the Lender shall give a prospective effect to such request for changes made by the Borrower. The Lender shall not be held responsible for any non-receipt/short-receipt of GST credit if the Borrower or any person on behalf of the Borrower. In the event the Lender issues a credit note in relation to charges levied, the Borrower shall reverse the GST input Tax credit availed, if any, within the month in which the discrepancy is communicated. If the same is not rectified (for any reasons whatsoever), which results in any additional liability (whether in form of Tax, interest, penalty or otherwise) for the Lender, the Borrower shall promptly pay and/or reimburse such amount to the Lender.
- 20 **Notice:** Any notice or request to be given or made by a party to the other shall be in writing and email communication.
- **21 Arbitration:** Any and all claims and disputes arising out of or in connection with the Transaction Documents or its performance shall be governed as per Laws of India and settled by arbitration by a single arbitrator as per the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be Bangalore.
- The Lender may also delegate to such person(s) the right and authority to perform and execute all such acts, deeds, matters and things connected herewith, or incidental thereto, as the Lender may deem fit. The Borrower recognizes, accepts and consents to such delegation. The Borrower, (for its ease of operation and convenience) requests to the Lender that below mentioned functions may be performed through the Delegate (whether through its technology solutions or otherwise), which the Lender may in its sole discretion choose to allow: (i) transmission of the Drawdown Request from the Borrower to the Lender (ii) collection of certain deeds, documents, instrument or information and (iii) collection towards repayments in a form and manner agreeable by the Lender. The Parties further agree that Borrower shall promptly provide upon request of the Lender any further document/information as may be required by the Lender, including but not limited to the end user certificate and shall only use the Facility for the Purpose.
- 23 The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under the Transaction Documents provided however that the Lender may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Transaction Documents.

- 24 In case of default committed by the Borrower, the Lender may also disclose and publish the information about the Borrower and its default with the Lender in the public domain including through social media or share the same with any government or regulatory authority or the credit rating agencies within India.
- 25 The Borrower acknowledges that any contract or arrangement between the Lender and any third parties are independent of these Standard Terms.
- 26 The Lender reserves the right to amend the terms of these Standard Terms (except amendment to Rate of Interest) by intimating the same to the Borrower.

Name and Signature of the Borrower: SATENDRA SINGH

# **MOST IMPORTANT TERMS AND CONDITIONS (MITC)**

- 1 We refer to the application form dated \_\_ 2019-12-07 16:44:56 IST \_\_ ("**Application Form**") for grant of the Facility described below.
- 2 The Borrower acknowledges and confirms that the information mentioned in Online Drawdown Request which has been requested by the Borrower through **LoanFront** using the Borrower's account are the most important terms and conditions in the application for the Facility.
- 3 The Borrower understands that the Lender has adopted risk based pricing, which is arrived by taking into account, broad parameters like the customers financial and credit profile. Applicable interest rates are arrived at taking into account the prevailing market rates at the time of sanctioning. The Borrower acknowledges and confirms having received a copy of each Transaction Document and agrees that this letter is a Transaction Document

To, **Vaibhav Vyapaar Pvt Limited** Sub: **Drawdown Request** Ref: Prospect No. . I hereby request a Loan of **INR 2500/**-(Rupees **TWO THOUSAND FIVE HUNDRED** only) and this Drawdown Request is irrevocable. I shall not refuse to accept disbursement of the Loan.

- ✓ I hereby confirm that I authorize CapFront Technologies Private Limited (Platform: LoanFront) to deduct Platform Fee of INR 200/- (Rupees TWO HUNDRED only).
- ✓ I hereby confirm that I have provided a cheque of NA/- (Rupees NA) towards payment of platform fees
- I hereby confirm that I have provided a cheque of **NA**/- (Rupees **NA** towards payment of Insurance premium to the insurer.

Yours faithfully, SATENDRA SINGH

#### **DEMAND PROMISSORY NOTE**

Date: 2019-12-07 16:44:56 IST

Place: Rewa, Bhopal

I, the Customer, hereby promise and undertake to pay the Lender or its order, unconditionally and on demand, the principal amount of Rupees **INR 2537/-**, for value received.

I further undertake to repay the principal amount mentioned in this promissory note in full by 2019-12-22.

Provided however, the Lender or its order shall be entitled to: (a) give notice of its intention to demand and charge interest, penalties, charges and other levies as it may specify and notify from time to time, and/or (b) reduce the principal amount repayable under this promissory note by me.

### **ESCALATION MATRIX**

Level 1: Loan Front Customer care number: 08048126351 Loan front mail ID: Support@loanfront.in

# **IDENTITY DOCUMENTS**



#### **PAN CARD**





**AADHAAR Front** 

AADHAAR Back

#### **DECLARATION NOTICE**

- I SATENDRA SINGH, son/daughter/spouse of Mahesh Singh aged 27 years, residing at Gram Judmaniya Post Paipakhra Dist. Rewa M. P. do hereby state and declare that:
- a. I have been read out and explained, in the language known to me, the contents of the loan documents and other documents incidental to availing the loan from **LOANFRONT**.
- b. I have signed the aforesaid documents after understanding each of its terms and conditions.

Name and Signature of the Borrower: SATENDRA SINGH 2019-12-07 16:44:56 IST

#### LOAN APPLICATION ACKNOWLEDGMENT

The Lender acknowledges receipt of your Application Form together with the Standard Terms (Loan Facility). We will revert with status of your application within five (5) working days. This is subject to you furnishing all the necessary documents as mentioned in the Application Form or as communicated to you by Lender to its satisfaction, during the loan appraisal process.

Date / Sign and Stamp of Lender: SATENDRA SINGH 2019-12-07 16:44:56 IST

\* - I hereby acknowledge that the use of my Aadhaar number to establish my identity or to

execute any documents, by authentication or offline verification are voluntary and in compliance with "The Aadhaar and other Laws (Amendment) Ordinance,2019". I understand that other modes and documents can be used by me.