



LOANFRONT.



**VAIBHAV
VYAPAAR**

CIN: U51909WB2009PTC133054

LOAN AGREEMENT

PARTICULARS	DETAILS
Name	
Parents or Spouse Name	
Date of Birth	
Gender	
Marital Status	
Occupation	
Nationality	
Residential Status	
Proof of Identity	
PAN	
Permanent Address	
Proof of Permanent Address:	
Current Address	
CKYC Number:	
Phone Number	
Email Id	
Name of the Bank	

Bank A/C No.	
IFSC	
RELATED PERSON TO BE CONTACTED WHEN BORROWER IS UNREACHABLE	
Name of The Related Person	
Relation Type	
Phone Number of The Related Person (This number is validated using OTP)	

SUMMARY OF THE LOAN TERMS

LOAN ID / SERIAL NO.	
CITY	

I hereby understand the terms & conditions as well as all the facts including summary and **Key Fact Statement** of the loan ID _____ (“**Loan**”) to be provided as may be approved by following lender as per its internal policies and law shall be as specified below:

1. **M/s. Vaibhav Vyapaar Pvt Ltd**, a Company incorporated under the Companies Act, 2013 having the Registered Office at **18, Rabindra Sarani, Poddar Court, 3rd Floor, Gate No.2, office Room No. 325, Kolkata – 700001, West Bengal, INDIA** and the Corporate Office at **#No.1, Old Airport Road, Domlur Layout, Near Domlur Post Office, Bengaluru - 560071, Karnataka, INDIA**, also registered with the Reserve Bank of India as a Non-Banking Financial Company (NBFC) bearing RBI Registration No: N-05.06869 dated 18-08-2010 and CIN No: U51909WB2009PTC133054 with the official Website: <https://vaibhav-vyapaar.com> (“**Lender**”)

KEY FACT STATEMENT (Loan Summary)

S.N O.	PARTICULARS	DETAILS
1.	Date	
2.	Platform (DLA)	www.loanfront.in
3.	Applicant Name	
4.	Lender’s Name (RE)	Vaibhav Vyapaar Private Limited
5.	Loan Amount	INR
6.	Total interest charge during the entire tenure of the loan	INR

7.	Other up-front charges without GST(a+b+c+d+e+f)	INR
a.	Processing Fees + Technology Fees	INR
b.	Loan Agreement Fees	INR
c.	Credit Revaluation Charges	
d.	Insurance charges	INR
e.	Service charges	
f.	Life time registration fee	INR
g.	GST for the above fee	INR (18% of fee collected)
8.	Net disbursed amount	INR

9.	Total amount to be paid by the borrower	INR
10.	Annualized fixed interest rate	<u> </u> % Per Annum
11.	Annual Percentage Rate (APR) - Effective annualized interest rate (computed on net disbursed amount using IRR approach and reducing balance method)	%
12.	Loan terms (in months)	
13.	Repayment frequency by the borrower	Monthly
14.	Number of installments of repayment	
15.	Amount of each installment of repayment	

16.	Cooling-Off period*	
17.	Purpose of the loan	
Details About Contingent		
18.	Document retrieval	
19.	Cheque bounce	
20.	Cheque swap	
21.	Late payment fees in case of delayed payment (one-time overdue charge for each EMI)	
22.	Rate of annualized penal charges in case of delayed payments (in addition to regular interest rate)	
23.	e-NACH / UPI mandate registration charges	As per your respective bank
24.	e-NACH / UPI mandate payment bounce charges**	
25.	Convenience Charge for repayment	
26.	Full and part-prepayment charges	
27.	Prepayment charges	

	(i) Prepayment of any instalment/ part prepayment (ii) Prepayment in full	
28.	Recall charges (calculated on the basis of number of days after loan disbursal)	

29.	Foreclosure charges (calculated on the basis of number of days after loan disbursal)	
Other Disclosures		
30.	Details of LSP acting as recovery agent and authorized to approach the borrower	
31.	Grievance redressal officer Name Designation Phone Number Address	Satya Mallidi Grievance redressal officer 6366828598 No. 1, Ground Floor, Old Airport Road, Domlur Layout, Near Domlur Post Office, Bengaluru, Karnataka 560071

*Cooling Off/ Look-up Period is the time window for exiting digital loans, in case a borrower decides not to continue with the loan. During the Cooling Off/ Look-up Period borrowers can exit digital loans by paying the principal and the proportionate Annual Percentage Rate. Borrower can submit the request to exit the loan within the specified Cooling Off/ Look-up Period at support@loanfront.in.

**In case auto debit (e-NACH or UPI Mandate is registered with us) fails due to the customer not having enough balance in the account, LoanFront shall attempt the auto-debit from the registered account against the outstanding amount. LoanFront reserves the right to reattempt the auto debit multiple times within the next 30 days. Therefore, the customer shall ensure that their bank account is sufficiently funded to cover the auto-debit of the loan outstanding amount.

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

PAN Card or Form 60*	
Last 3 months bank statements or other income proof	
Address Proof (Passport/Voter ID/Masked Aadhaar/Driver License/Paperless Aadhaar)	
Other Documents	

INCOME DECLARATION

I represent that the information and details provided below by me are true, correct and that I have not concealed any information therefrom;

a. My monthly income is INR _____

b. I declare that our annual household income is above INR _____ (_____ Rupees) to the best of my knowledge.

CUSTOMER ACKNOWLEDGMENT

I 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. I acknowledge, understand and agree the implicit and explicit, contingent and non-contingent costs relating to the loan, payable by the borrower, has been specified in the aforesaid Key Fact Statement (KFS). Lender will not charge any fees or charge, which is not mentioned in the KFS at any stage during the Loan Tenure. I also understand and acknowledge that the platform fee, along with applicable GST, shall be paid to **Vaibhav Vyapaar Private Limited (VVPL)** having GST No. - **29AACCV9481DIZY**. I accept that the acceptance of application places no obligation on the Lender to approve the Loan.

I further agree that I have been sufficiently informed by the Lender about other alternative documents that can be submitted for establishing proof of identification and address.

I hereby declare that all the information voluntarily furnished by me is true, correct and complete in all aspects. I will not hold the Lender or any of their directors, officers, employees, agents, service providers etc. responsible and shall keep each of them indemnified for loss, cost, expense, etc. incurred by them, in case any incorrect information is provided or furnished by me to Lender and/or their services providers.

SELF DECLARATION

- 1 I, agree to be bound by the Standard Terms of the Loan and the Most Important Terms and Conditions ("MITC") Conditions and any other connected documents shared by the Lender for the purposes of this Loan. 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 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.
2. 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.
3. I acknowledge 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.
4. I further acknowledge 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.
5. I confirm and agree that I 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. 6. I confirm and agree that I can read and understand the terms and conditions in English language. I agree to receive all documents/ correspondence in English language.
7. I confirm that I have been informed by the Lender about the other documents that may be submitted apart from my Aadhaar number for establishing my identity and address proof. However, I have voluntarily chosen to provide my Aadhaar number. 8. I hereby declare that my acceptance of these Disbursement Terms is not in and will not result into any contravention of any applicable laws including any notifications/directions issued by any governmental or statutory authority from time to time. 9. I represent that the information and details provided by me and the documents submitted by me are true, correct and that I have not concealed any information from the Lender and I undertake to inform the Lender of any changes therein, immediately and I have not suppressed any information that might affect the Lender's decision in sanctioning/ granting me the Loan(s). In case any of the information submitted by me is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
10. I have read and understood the fees and charges as may be applicable to the Loan that I may avail from time to time. 11. I confirm that no insolvency/bankruptcy proceedings or suits for recovery of outstanding dues have been initiated and / or are pending against me.
12. I hereby give my explicit consent to the Lender and authorize the Lender to exchange or share information, documents and details relating to my Loan to the Lending Service Provider/Digital Lending Application, which may be required to carry out their operations as may be required or deemed fit, during and after disbursal of the Loan and/ or related offerings or other products /

services that I may apply to Lender from time to time.

13. I understand that, the Lender may offer an increase in my credit limit, and an option will be provided to me to accept the increased credit limit. Further, I also understand that, the increase/decrease in the credit limit will be on the basis of Lender's internal credit policy. Such revised loan amount being duly intimated to me before disbursing the Loan amount.
14. I understand and acknowledge that the Lender have the absolute discretion, to refuse the disbursal of my Loan despite issuing the Key Fact Statement/ Sanction letter.
15. I understand and acknowledge that the Lender shall have the right to make disclosure of any information including my Aadhar relating to me including personal information (including sensitive personal information), details in relation to Loan, defaults, security, etc. to the TransUnion CIBIL Limited (CIBIL) and/or any other credit information company and/or any other governmental/regulatory/statutory or private agency / entity, credit bureau, the Reserve Bank of India ("RBI"), Central KYC Registry, including publishing the name as part of wilful defaulter's list from time to time, as also use for KYC information verification, credit risk analysis, or for other related purposes. I acknowledge and agree that each of such party may use my information including but limited to sensitive personal information as per their discretion.
16. I agree and accept that either of or both the Lender may in its/their sole discretion, by itself/ themselves or through authorised persons, advocate, agencies, bureau, etc. verify any information given, check credit references, employment details and obtain credit reports to determine creditworthiness from time to time.
17. I acknowledge and understand that acting under my due authorisation, the Lender have performed my credit checks on my behalf and have obtained my credit report while issuing the sanction letter for the purpose of assessing my credit worthiness through a credit information company or otherwise.
18. I have not taken any loan from any other bank/ finance company unless specifically declared by me. 19. I represent and agree that the funds shall be used for the Purpose specified above and will not be used for any illegal, speculative or antisocial purpose or for any purpose prohibited under applicable law or RBI regulations.
20. I hereby confirm that my annual household income is more than INR 300000 (Rupees Three Lakh), that is, on an average more than INR 25000 (Rupees Twenty-Five Thousand) per month. For purpose of this declaration, I have considered income of myself, my spouse and our unmarried children.
21. I have clearly understood and accepted the charges, including any and all applicable taxes, listed above. 22. I hereby confirm that I contacted the Lender for my own personal requirement of personal loan and no representative of the Lender has emphasized or induced me directly / indirectly to apply for the Loan.
23. I consent that the reference contacts provided by me may be contacted for verification of my identity, repayment capability and/or to make collection efforts in case of breach of the Disbursement Terms by me including failure to make the repayments on the Due Date.
24. I understand and accept that any moratorium or deferment of EMI that is provided by the Lender on the Loan under this Loan Summary shall be at their sole discretion and there shall be no demur or protest by me in this regard.
25. I am, neither directly nor indirectly, related to the Lender's director/s as contemplated under the provisions of Companies Act, 2013 and I am not a politically exposed person as per the applicable KYC guidelines of RBI.
26. I hereby give my explicit consent that the Lending Service Provider is authorized to obtain my Credit Information Report (CIR) from the Credit Information Companies and the charges of buying the CIR will be deducted from the loan disbursed/sanctioned amount, if the option of buying the CIR is availed during the application of the Loan.

I HEREBY IRREVOCABLY AND UNCONDITIONALLY CONFIRM THAT I HAVE READ AND UNDERSTOOD THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THIS LOAN AS APPROVED BY THE LENDER AND I ACCEPT THIS LOAN SUMMARY AFTER HAVING READ, ANALYSED, UNDERSTOOD AND ACCEPTED EACH TERM OF THE LOAN SUMMARY AND THE STANDARD TERMS AND CONDITIONS FOR DISBURSAL OF THE LOAN.

Name and Signature of the Borrower: _____

STANDARD TERMS AND CONDITIONS

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.

1.

Definitions:

In these Standard Terms, unless there is anything repugnant to the subject or context thereof, the expression listed below, if applicable, shall have the following meanings;

- i. "**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.
- ii. "**Annual Percentage Rate**" means the all-inclusive cost of the loan, including cost of funds, credit cost and operating cost, processing fee, verification charges, maintenance charges, etc., except contingent charges like penal charges, late payment charges, etc., levied on the borrowers.
- iii. "**Application Form**" means the loan application form submitted by the Borrower to the Lender for applying and availing of the Loan, 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 Loan.
- iv. "**Availability Period**" means the period of 1 (one) month from the date of sanction of the Loan (or such extended date as may be approved by the Lender, in its sole discretion).
- v. "**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Bengaluru.
- vi. "**Cooling off period**" means a period of time from the date of disbursement of loan within which the borrower can change her/his mind with return or cancellation of the loan, by paying the principal and the proportionate APR without any prepayment charges.
- vii. "**Drawdown Request**" means a request from the Borrower in a form and manner acceptable to the Lender for seeking disbursement of Loan.
- viii. "**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.
- ix. "**Facility**" means the Loan applied by the Borrower and shall include a prospective Loan applied under the credit line that may be provided by the Lender to the Borrower.
- x. "**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).
 - b) 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.
 - c) reduction of any amount due and payable under the Transaction Documents;
- xi. "**Instalment**" means the amount of monthly payment specified in the Transaction documents necessary to amortize the Loan with interest over the period of the Loan.
- xii. "**Interest**" means the interest payable by the Borrower to the Lender on the Outstanding Balance in accordance with this Disbursement Terms.
- xiii. "**Loan**" means the loan amount applied for by the Borrower and duly sanctioned by the Lender as per the Disbursement Terms.
- xiv. "**Loan Summary**" means the loan amount applied for by the Borrower and duly sanctioned by the Lender as per the Disbursement Terms.
- xv. "**MITCs**" means most important terms & conditions of the Disbursement Terms annexed as "**Annexure A**" to this Disbursement Terms.
- xvi. "**Non-Performing Assets (NPA)**" means in case of interest payments in respect of term loans, an account will be classified as NPA if the interest applied at specified rests remains overdue for more than 90 days.
- xvii. "**Prepayment Charges**" "The amount equivalent to the difference between New Outstanding Balance and the Existing Outstanding Balance shall be paid as prepayment charges by the Borrower in case of prepayment of an instalment/ part prepayment of the Loan. For the purpose of this definition.
- xviii. "**New Outstanding Balance**" shall mean the Outstanding Balance remaining due under the Loan pursuant to and post prepayment of any instalment under the Loan.
- xix. "**Existing Outstanding Balance**" means the Outstanding Balance which was remaining due to be paid under the Loan prior to prepayment of the relevant instalment under the Loan, as reflected under the repayment schedule provided by the Lender.
- xx. "**Outstanding Balance**" means collectively the principal, interest, compound interest, default charges/additional interest, any other charges, dues and monies payable, costs and expenses, reimbursable, as outstanding from time to time and whether any of them are due or not in relation to the Loan.
- xxi. "**Repayment**" means the repayment of the principal amount of Loan together with interest thereon by way of Instalments including default charges/ additional interest or otherwise, commitment and/or any other charges, fees or other dues payable in terms of the Transaction Documents to the Lender.
- xxii. "**Repayment Schedule**" means the Scheduled process of the repayment of the loan containing the details of the exact due dates for repayment of the loan, frequency of repayment, breakup between principal and interest, any other charges, fees or other dues payable in terms of the Transaction Documents to the Lender enclosed as "Annexure B".
- xxiii. "**Sanctioning Authority**" means any agency or person which is duly appointed, empowered or authorized to enact, administer, implement and/or enforce sanctions, including (without limitation): United Nations Security Council.
- xxiv. "**Special**

Mention Account (SMA)" means an account which is exhibiting signs of incipient stress resulting in the borrower defaulting in timely servicing of her/his debt obligations, though the account has not yet been classified as NPA. xxv. **"Tenure"** shall be the time period of the Loan as specified in the Transaction Documents.

xxvi. **"Transaction Documents"** shall include the sanction letter issued to the Borrower in relation to this Loan, Loan Summary, Disbursement Terms and Standard Terms and other such documents designated by Lender as Transaction Documents. xxvii.

"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;

2. Interpretation

All capitalized terms used in these Standard Terms but not defined herein, shall have the meaning ascribed to such terms under the Loan Summary.

3. Disbursement of Loan

3.1 During the Availability Period, the Lender shall disburse the Loan to the Borrower in one or more installments, as per the requirements of the Borrower.

3.2 At the request of the Borrower the Loan shall be disbursed if (a) there is no occurrence of an Event of Default, and (b) no material adverse effects on the Lender and (c) the Borrower has agreed to all the terms of the Transaction Documents.

3.3 That, during the Cooling-off period, the Borrower may avail his/her exit option by paying the principal amount and the proportionate Annual Percentage Rate without any penalty. However, to avail the exit option the Borrower shall have to submit a copy of the Bank Account into which the Loan amount was disbursed, along with an undertaking that the loan amount was not utilized by the Borrower during the Cooling-off period.

3.4 The Borrower's request after grant of the sanction letter for the Loan is irrevocable, unless rejected by the Lender.

3.5 Subject to satisfaction of all the conditions precedents, the Lender shall disburse Loans 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. Any such disbursement made by the Lender into the Account (whether in the name of the Borrower or any third party) shall be a co originated Loan granted by both the Lender.

3.6 That during the Cooling-Off period an exit to the sanctioned digital loan can be availed by paying the principal and the proportionate Annual Percentage Rate without any penalty, however in order to be eligible to return cancel the loan amount during the Cooling- off period, the Borrower will be required to submit a copy of the Bank Account into which the said loan amount was disbursed, along with an undertaking that the loan amount was not utilized by the Borrower during the Cooling-Off period.

4. Interest on Loan

4.1 The Loan shall be subject to interest rate as specified in the abovementioned Loan Summary.

4.2 In case of Event of Default, the Borrower is obligated to pay the Lender on demand the overdue amount, along with the default fees, plus any other applicable charges (plus GST) mentioned in the Loan Summary and/or other Transaction Documents. This obligation extends from (and includes) the original Due Date for Payment to (but does not include) the date of actual payment.

4.3 The Borrower acknowledges and agrees that (i) the interest rates specified in the Transaction Documents are reasonable and that they are genuine pre-estimates of the loss expected to be incurred by the Lender in the event that the Borrower fails to make any payments; and (ii) the interest rate payable by the Borrower shall be subject to change prospectively based on the monetary policies as may be changed by the RBI and other factors impacting the interest.

5. Repayment and Prepayment of Loan

5.1 The Borrower shall re-pay the Loan in accordance with the Repayment Schedule as set forth below.

5.2 Where the respective Due Date is not a Business Day, then the Borrower shall make the payment on the preceding Business Day.

5.3 Payments made by the Borrower shall be made as freely transferable funds, not subject to any set-off, counter claims or any deductions. The Borrower shall not deduct or withhold any tax at source from the payment to be made to the Lender.

5.4 The Lender may, at any time, cancel the undisbursed portion of the Loan, if any, and can also recall any or all portion of the disbursed Loan on demand in the event of occurrence of an Event of Default. Upon such recall, the Loan and other amounts stipulated by the Lender shall be payable forthwith.

5.5 The Borrower shall make repayment of the principal amount under the Loan(s) in such proportion and periodicity as may be provided in the Transaction Documents or as communicated by the Lender from time to time.

5.6 If the Borrower fails to pay any amount payable on the Due Date, the Borrower shall be liable to pay Lending Service Provider Late Payment Charges along with other default charges on the overdue amount from the Due Date up to the date of repayment of all the amounts of the Loan mentioned herein. Any applicable interest accruing under this Clause shall be included in the existing overdue EMI and shall be due and payable along with the EMI amount.

5.7 If the Borrower chooses to prepay the Loan prior to the due date, the prepayment will be subject to the prepayment charges listed in the Loan Summary as well as any additional terms that may be relevant to the prepayment.

6. Representations and Warranties

6.1 The Borrower shall represent and warrants to the Lender:

a) The Borrower is in compliance with all the applicable laws and has the competence and has obtained all necessary authorizations (which is in full force and effect) to enter into and perform his/her obligations under the Transaction Documents;

b) The Transaction Documents constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms as per the applicable laws;

c) The entry into, delivery and performance by the Borrower of, and the transactions contemplated by the Transaction Documents, do not and will not conflict: (a) with any law; (b) with any document which is binding upon the Borrower or on any of his/her assets;

d) Except to the extent disclosed to the Lender, no litigation, arbitration, administrative or other proceedings are pending or threatened against the Borrower or its assets, which, if adversely determined, might have a material adverse effect. Further, the Borrower has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law/ other authorities for his/her insolvency, bankruptcy.;

e) All information communicated to or supplied by or on behalf of the Borrower to the Lender, whether through the Lending Service Provider or directly, from time to time, are true and fair/ true, 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;

6.2 Each of the representations set out in this shall be deemed to be repeated on each day during the Tenure of the Loan.

7. Covenants

Borrower covenants that:

7.1 He/she shall comply with all the applicable laws and all the terms mentioned under the Transaction Documents.

7.2 He/she shall promptly but not later than 2 Business Days provide all the information/documents as required by the Lender or any third party nominated by the Lender. Further, Borrower undertakes to ensure that all information/documents provided to the Lender shall remain true, valid and correct at all times during the Tenure of the Loan.

7.3 He/she shall duly pay the Loan and the outstanding amount as per the Loan Summary and also the Borrower shall, within 3 (three) Business Days from the date of demand by the Lender, pay the amount of any Increased Costs incurred by the Lender, which is reasonable in the sole opinion of the Lender. Borrower shall provide all payment mandates including but not limited to electronic clearing service (ECS) or national automated clearing house (NACH) mandate, as and when demanded by the Lender or any third

party as nominated by the Lender.

7.4 He/she shall ensure that the Loan obtained from the Lender and the obligations mentioned under the Transaction Documents shall at least rank pari-passu with other loans obtained by the Borrower from other banks, NBFCs and the financial institutions.

7.5 Any amounts paid by the Borrower shall be adjusted in the following order: (i) First towards the cost, charges and expenses incurred by the Lender as per the Transaction Documents; (ii) secondly towards default interest on the delayed payments; (iii) thirdly towards the regular interest payable under the Transaction Documents and (iv) lastly towards repayment of any principal amounts payable under the Transaction Documents.

7.6 He/she is aware that transmission of these terms and conditions, instructions, acceptances and communications (“Communications”) through electronic means such as email, SMS text messaging, websites, applications, online acceptance, etc. (“Electronic Media”) involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications from and providing Communications to the Lender through the Electronic Media for various matters under these Transaction Documents and the operation thereof, and agrees, confirms and undertakes that the Borrower shall be solely responsible and liable for any incorrect or improper Communications or losses arising from such Communications.

7.7 The Borrower shall promptly notify the Lender in writing upon occurrence of any breach of any representations, warranties, covenants, undertakings or any other terms of these Standard Terms or any other Transaction Document, or occurrence of any Event of Default, 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 their 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.

7.8 The Borrower shall promptly but not later than 5 days provide upon request of the Lender any further document/information as maybe required by the Lender.

7.9 The Borrower undertakes to ensure that all information provided to the Lender shall remain true, valid and correct at all times during the Tenure of the Loan.

7.10 The Borrower irrevocably and unconditionally agrees to indemnify the Lender for the misuse of funds/product/services availed from the Lender. The Borrower shall use the funds for the legitimate Purpose only, as specified in the Loan Summary.

7.11 The Borrower shall not:

7.11.1 directly or indirectly: (a) use the Loan in any transaction with or for the purpose of financing the activities of, any person/country currently subject to any sanctions by Sanctioning Authority; and (b) take part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any exclusion list; and

7.11.2 directly or indirectly, make or offer any payment, gift or other advantage which is intended to, or does, influence or reward any person (whether or not they are in the public sector) for acting in breach of an expectation of good faith, impartiality or trust or otherwise performing their function improperly.

7.11.3 use the funds to invest in any real estate activities, capital market, equity market, and to repay any personal loan/ housing loan/ rupee loan or use of the funds for working capital or general corporate purposes.

8. Events of Default

Borrower shall have committed a default on the occurrence of, inter-alia but not limited to, any of the following events (hereinafter referred to as “Event of Default”):

a) The Borrower does not pay on the Due Date the Loan and any outstanding amount as per the Transaction Documents;

b) Any representation, warranty, declaration, confirmation or statement made or deemed to be made by the Borrower or the information provided by the Borrower under or in connection with any Transaction Documents is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

c) In case of lunacy or any other circumstances leading to the Borrower becoming legally incapacitated to discharge his/her obligations herein;

d) Where the Borrower is incapable or declared that his/her inability to pay any of its indebtedness as and when they become due;

e) The Borrower is convicted by any Court of law, Tribunal or Government / regulatory / supervisory authorities for any penal/ criminal offence or offence of a moral turpitude.

9. Consequences of Event of Default

On the occurrence of an Event of Default, the Lender shall in that event have the rights described hereunder and the rights available under Applicable Law, as well as under any Security Document created in accordance with this Agreement: a) Cancel any undisbursed Loan.

b) Declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Transaction Documents be immediately due and payable, whereupon they shall become immediately due and payable.

c) Accelerate the Repayment of the Loan.

d) Exercise any other right that the Lender may have under the Transaction Documents or under applicable

law. 10. Indemnity

Borrower shall indemnify and hold harmless the Lender against all costs, claims, damages, expenses, fines, losses, liabilities and penalties etc., including but not limited to attorney's fees and expenses, and all other expenses accruing, incurred or suffered by the Lender under the Transaction Documents directly, arising on account of breach of any representation, covenants and obligations mentioned under the Transaction Documents

a) Cost and Expenses Borrower shall pay all costs, charges and expenses (including out of pocket expenses) in respect of the legal and documentation charges, execution of the Transaction Documents.

b) Borrower shall pay all attorney's fees and all other costs and expenses which may be incurred by the Lender in case of any litigation under the Transaction Documents.

11. Confidentiality:

The Borrower undertakes to keep all the terms and conditions disclosed in the Disbursement Terms, Transaction Documents and other correspondence exchanged with the Lender as a part of the Loan as confidential and agrees not to disclose it to any third party without taking a prior written consent from the Lender. However, the Lender shall have the right to disclose the details of the Borrower to the authorities and Governmental bodies and other bureaus (including credit bureaus) in order to comply with all the applicable laws and to any outsourced service providers and other third parties for the purpose of enforcing any of their rights under these Disbursement Terms, Transaction Documents and other correspondence exchanged with the Lender, provided such disclosure is in compliance with applicable laws, including the guidelines laid down by the RBI and any acts enacted for the protection of disclosure of personal data.

12. Miscellaneous:

12.1. Online Transactions:

12.1.1. For ease of operation of the Borrower, Borrower shall have the option of applying for further facilities provided by the Lender using online secure Lending Service Providers as may be specified by the Lender (hereinafter referred to as "Online Loan"). The Online Loan shall be extended to the Borrower at the sole discretion of the Lender subject to the Borrower complying with the Lender' credit parameters and submitting all documents/information as may be required by Lender in such form as may be specified by the Lender from time to time.

12.1.2. It shall be the sole responsibility of the Borrower to ensure that the Access Code in relation to any account of the Borrower opened whether with Lender Lending Service Provider or the Portal is not compromised or shared with any other individual / third party.

12.1.3. The Borrower expressly agrees and acknowledges to have read and understood the terms applicable for usage of the Online Loan and be bound by such terms and conditions (as amended by the Lender from time to time) at all times during the tenure of

such Online Loan.

12.1.4 The Lender shall have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from the Borrower through the Online Loan or purporting to have been sent by the Borrower other than by means of verification of the Access Codes.

12.1.5. All the records of the Lender with respect to the online request for Loan arising out of the use of the Online Loan shall be conclusive proof of the genuineness and accuracy of the transaction. While the Lender shall endeavour to carry out the instructions promptly, they shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems or any requirement of law.

12.1.6. Borrower can check the availability of a pre-approved offer that may be made by the Lender through Online Loan. Any pre-approved offer by the Lender does not constitute grant of loan/ Loan(s) to the Borrower and shall be subject to the terms as may be specified by Lender from time to time.

12.1.7. Borrower acknowledges and accepts that the Lender may permit/allow anybody quoting the correct Access Codes and other details to conduct the type of operations which are permitted under the Online Loan.

12.2. Notices

12.2.1. Any notice or request to be given or made by a party to the other shall be in writing. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at the address specified below or at such other address as may be agreed from time to time.

12.2.2. Any notice pursuant hereto shall be deemed to be duly given and served if sent by post/ courier/ telegram/ facsimile transmission/ e-mail addressed to the Borrower's address/es mentioned hereinabove or in such other electronic mode duly notifying the Borrower and such notice other than by way of e-mail/ other electronic modes shall be deemed to take effect on the second working day following the date of the posting or the actual date of receipt, whichever is earlier. If the notice is sent through e-mail or any other electronic mode, the notice shall be deemed to be served when the relevant receipt of such notice being read is given, or where no read receipt is requested by the Lender, at the time of sending.

12.2.3. The Borrower expressly agrees and acknowledges to have read and understood the terms applicable for usage of the Online Loan and be bound by such terms and conditions (as amended by the Lender from time to time) at all times during the tenure of such Online Loan.

12.3 In the event of any disputes, differences, claims and questions whatsoever between the parties hereto arising out of or in connection with or incidental to or touching the Transaction Documents or the construction or application thereof or any clauses or thing contained under the Transaction Documents or in respect of any account and the duties, responsibilities and obligations of either party hereunder or as to any act or omission of any party or as to any other matter in any way relating to the Transaction Documents or the rights, duties and liabilities of any party under the Transaction Documents, such dispute shall be referred to and settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force, such arbitration being administered either physically through a recognised independent institution or electronically by an independent institution, in accordance with such institution's Dispute Resolution Rules ("Rules").

12.4 The parties agree that the aforesaid proceedings shall be carried out by a sole arbitrator appointed under the Rules. The juridical seat of the arbitration shall be at Bengaluru, India. The language of the arbitration shall be English. The law governing the arbitration proceedings shall be Indian law. Each party shall bear its own cost of arbitration, however the losing party shall reimburse the winning party or parties in respect of the costs incurred by the winning party in respect of the arbitration as may be provided in the arbitration order. The decision of the arbitrator shall be final and binding on the parties. Subject to the above, the competent courts at Bengaluru shall have exclusive jurisdiction. The Lender shall, without prejudice to any of its specific rights under any other agreements with the Borrower, at its sole discretion, be at liberty to apply any other money, amounts, securities and other property of the Borrower (whether singly or jointly with another or others) in possession of the Lender or any of its subsidiary/ affiliate/ associate company in or towards payment of the dues under Loan granted under the Transaction Documents. The Borrower can avail Online Loan on the Portal / Lending Service Provider.

12.3 Governing Law

12.3.1 The Transaction Documents shall be governed by and construed in accordance with the laws of India and courts in Bangalore will have exclusive jurisdiction in respect of any dispute arising out of and/or in relation to the Transaction Documents.

12.3.2 Waiver: Lender may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. No failure or delay on part of the Borrower hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by the Borrower.

12.3.3 Severability: If any provision of the Transaction Documents is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of the Transaction Documents shall continue to remain in full force and effect.

12.3.4. Notice: All notices, requests, consents, waivers or other communication/s to be given shall be in writing and given by registered or certified mail return receipt requested, or electronic mail to the address given by the Borrower, unless a change to the address is communicated in writing. The date of receipt shall be deemed as the date on which the notice or communication is given.

12.4 OTHER TERMS AND CONDITIONS AND POLICIES

The Privacy Policy and Terms & Conditions of the Lender & the RE/DLA can be viewed at

<https://www.loanfront.in/privacy-policy.html>

<https://www.loanfront.in/VulnerabilityDiscloserPolicy.html>

<https://www.loanfront.in/terms-conditions.html>

https://www.loanfront.in/collection_policy.html

13. Grievance Redressal Mechanism

Borrower can raise their concerns pertaining to the Lending Service Provider, EMI schedule, Loan Type, Processing Fee and/ or any other charges or any other concern related to the Loan to authorised representatives of Vaibhav Vyapaar Private Limited as below. Please refer to <https://vaibhav-vyapaar.com/grievance-redressal-policy.html> for the updated Grievance Redressal Policy information.

The customer/borrower may contact our customer support in case of any query/problem or grievance. The customer/borrower can:

13.1. Voice Support

The customer can call us at Customer care at 080-48126351 between 10:00 AM to 7:00 PM from Monday to Saturday.

13.2. Email Support

Please write to us from your registered email ID at support@loanfront.in (Please ensure to mention your loan account number and contact number in the email). The customer will receive a response from the team within 3 business days, but there will be instances where in the team may even take longer to respond/reply.

13.3. Grievance Redressal Officer

Borrowers are requested to address all their grievances at the first instance to the Grievance Redressal Officer. The contact details of the Grievance Redressal Officer are:

Name: Mr. Satya Mallidi,

Head of Operation,

E-mail id: satya@vaibhav-vyapaar.com

Address: No. 1, Ground Floor, Old Airport Road, Domlur Layout, Near Domlur Post Office, BengaluruKarnataka 560071.

The Grievance Redressal Officer may be reached on the number provided above anytime between 10:00 am to 6:00 pm from

Monday to Friday and 10:00 am to 5:00 on Saturdays except public holidays or through the e-mail address above. The Grievance Redressal Officer shall endeavour to resolve the grievance within a period of 14 (fourteen) days from the date of receipt of a grievance.

13.4. Complaints to Ombudsman

If the complaint/dispute is not redressed within a period of one month from date of its receipt, the customer may appeal to:

Deputy General Manager,
Department of Non-Banking Supervision,
Reserve Bank of India,
15, Netaji Subhas Road,
Kolkata- 700001.
Email to: cms.odtkolkata@rbi.org.in.

ESCALATION MATRIX

Level of Escalation	Escalation	Voice	Email ID
1st level	Customer Support	080-48126351	support@loanfront.in
2nd Level	Head of Customer Support	6366828598	vvpl.compliance@vaibhav- vyapaar.com (or)grievance@loanfront.in
3rd level	Head of Operations	9513493927	satya@vaibhav-vyapaar.com

COLLECTION / RECOVERY TERMS

The following are important collection policies of the company

- 1 If any of the EMI repayment is delayed by more than 30 days then the loan is considered at "Default".
- 2 After the due date if the EMI payment is not received, our collection agents will reach you through telephone to remind the same.
- 3 In case of delay in repayment, If the customer is not reachable via telephone or email communication to our collection agents for more than 15 days then our team reserves the right to try to reach you via the reference numbers shared in the Loan application.
- 4 After overdue of 45 days of the Loan EMI, the NBFC reserves the right to send legal notice to the customer indicating the overall loan recall and to pay the dues immediately
- 5 If the customer is not contactable or deliberately not making the payment then NBFC reserves the right to report the loan as "Wilful default" to credit bureaus

MOST IMPORTANT TERMS AND CONDITIONS (MITC)

- 1 We refer to the application form dated _____ ("**Application Form**") for grant of the Loan described below.
- 2 Capitalized terms used but not defined hereunder shall have the meaning ascribed to the term in other Transaction Documents.
- 3 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 Loan.
- 4 The Borrower acknowledges and confirms that most important terms and conditions shall be read in conjunction with the Loan Summary(s), Key Fact Statement and the Standard Terms.
- 5 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. Borrower acknowledges and confirms that Lender shall have the discretion to change prospectively the rate of interest and other charges applicable to the Loan without the consent of the Borrower.

6 The Borrower acknowledges and confirms having received a copy of each Transaction Document and agrees that this letter is a Transaction Document.

DECLARATION

To, **Vaibhav Vyapaar Private Limited (GST - 29AACCV9481D1ZY) (Platform: LoanFront)** Sub: **Drawdown Request** Ref: Prospect No.3. I hereby request a Loan of **INR _____** (Rupees _____ only) and this Drawdown Request is irrevocable. I shall not refuse to accept disbursement of the Loan.

I hereby confirm that I authorize **Vaibhav Vyapaar Private Limited (GST - 29AACCV9481D1ZY) (Platform: LoanFront)** to deduct Processing Fees + Technology Fees + Loan Agreement Fee of **INR _____** (Rupees _____ only) plus applicable GST(18% of the total Fee).

I hereby confirm that I authorize **Vaibhav Vyapaar Private Limited (GST - 29AACCV9481D1ZY) (Platform: LoanFront)**, to deduct Life Time Registration Fee of **INR _____** (Rupees _____ only) plus applicable GST(18% of the total Fee).

I hereby confirm that I have provided a cheque of **NA** (Rupees **NA**) towards payment of platform fees

Yours faithfully,

REPAYMENT SCHEDULE

Installment No.	Outstanding Principal (INR)	Principal (INR)	Interest (INR)	Due Date	Installment (INR)
EMI1					
EMI2					
EMI3					
EMI4					

Note: The due date, interest amount and repayable amount is subject to change as per the disbursement date of the loan amount. An Annexure comprising repayment schedule will be sent to the Customer after the disbursement date clearly highlighting details of repayments (subject to adjustments) which will supersede the above Repayment Schedule and the same shall be acceptable to the Customer.)

DEMAND PROMISSORY NOTE

Date:

Place:

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

I further undertake to repay the principal amount mentioned in this promissory note in full by _____. 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.

DECLARATION NOTICE

I _____ son/daughter/spouse of _____ aged ____ years, residing at _____ 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.

Note: This loan is not eligible for any type of Moratorium, Deferment or Restructuring

Name and Signature of the Borrower: _____

LOAN APPLICATION ACKNOWLEDGMENT

Date / Sign and Stamp of Lender: **Vaibhav Vyapaar Private Limited**

The Lender acknowledges receipt of your Application Form together with the Standard Terms (Loan). 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.

Signed By: Vaibhav Vyapaar Pvt Ltd

Date / Time: _____

IDENTITY

SELFIE

PAN CARD

AADHAAR

