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BUSINESS LOAN CONSULTANCY AGREEMENT

This Business Loan Consultancy Agreement ("Agreement") is made and entered into on this **[Date]**, by and between:

Consultant: [Consultant's Full Name / Company Name], having its principal place of business at [Consultant's Address], hereinafter referred to as the "Consultant,"

AND

Client: [Client's Full Name / Business Name], having its address at [Client's Address], hereinafter referred to as the "Client."

Collectively referred to as the "Parties" and individually as a "Party."

Title

This Agreement shall hereinafter be referred to as the "Business Loan Consultancy Agreement." It establishes and governs the terms and conditions under which the Consultant shall provide professional consultancy services to the Client specifically focused on the facilitation, advisory, and support related to the Client's business loan requirements. This Agreement comprehensively outlines the rights, duties, responsibilities, and obligations of both Parties involved in the loan consultancy process, ensuring clarity and mutual understanding throughout the tenure of the engagement. The services covered under this Agreement aim to assist the Client in identifying suitable loan products, preparing necessary documentation, submitting loan applications, and liaising with financial institutions to secure funding for the Client's business operations and growth initiatives. This Agreement is intended to create a legally binding framework that supports transparent cooperation and effective service delivery between the Consultant and Client.

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2. Date of Agreement

This Agreement shall come into full force and effect on the date when it is duly executed and digitally signed by both Parties through the Odoo digital signature platform, which is recognized and approved by the Government of India for legally binding electronic signatures. The date on which the last Party affixes their digital signature shall be deemed the effective date of this Agreement for all intents and purposes. From this effective date onwards, the rights and obligations stipulated herein shall apply fully to both the Consultant and the Client. The use of the Odoo platform for digital execution ensures security, authenticity, and legal enforceability in accordance with applicable laws governing electronic records and signatures, thereby providing a streamlined and reliable process for entering into this Agreement without the need for physical documentation.

3. Parties

This Agreement is entered into by and between the Consultant and the Client, each a legally recognized entity or individual, as identified herein. The Consultant is a duly qualified and experienced professional or business entity specializing in providing consultancy services related to business loan facilitation, including advisory, documentation assistance, application processing, and liaison with financial institutions. The Client, on the other hand, may be an individual, sole proprietor, partnership firm, company, or any other legal business entity seeking the Consultant's expertise and support to secure business financing through various loan products. The full legal names, registered addresses, and contact information of both the Consultant and the Client are explicitly set forth in this Agreement to ensure clear identification and communication channels. Both Parties represent and warrant that they have the legal authority to enter into this Agreement and perform their respective obligations as detailed herein.

4. Definitions

For the purpose of clarity and consistency throughout this Agreement, the following terms shall have the meanings assigned to them unless the context otherwise requires:

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- **“Loan”** refers to any type of financial assistance or credit facility applied for or sought by the Client from banks, financial institutions, or other lending entities for the purpose of business financing. This includes term loans, working capital loans, MSME loans, and any other loan products relevant to the Client’s business needs.
- **“Consultancy Services”** encompass all advisory, preparatory, administrative, and support activities performed by the Consultant. These services include but are not limited to assessing loan eligibility, assisting in document preparation, submitting loan applications to lenders, coordinating communications, and providing follow-up support until the conclusion of the loan application process.
- **“Client”** denotes the individual or legal business entity who has engaged the Consultant to provide consultancy services under this Agreement and who will benefit from the services rendered.
- **“Consultant”** refers to the individual, firm, or company that offers and delivers the consultancy services as outlined in this Agreement, holding all requisite qualifications and authority to do so.

5. Purpose

The primary purpose of this Agreement is to formally establish the terms and conditions under which the Consultant shall provide professional assistance and advisory services to the Client in relation to business loan procurement. This includes supporting the Client in preparing all necessary documentation, guiding the Client through the loan application process, submitting applications to appropriate financial institutions, and actively following up to monitor the progress of such applications. The Consultant’s role is to leverage its expertise and network to facilitate a smooth and efficient loan acquisition process, thereby enabling the Client to secure the required business financing. This Agreement ensures that both Parties understand their respective responsibilities and obligations in the pursuit of obtaining financial support for the Client’s business operations and growth objectives.

6. Scope of Services

The Consultant agrees to provide comprehensive business loan consultancy services which shall include, but are not limited to, an initial assessment of the Client’s eligibility for various loan products based on the Client’s financial standing, business profile, and lending criteria. The Consultant shall assist the Client in collecting, organizing, and

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verifying all required documentation necessary for loan application submission, ensuring accuracy and completeness to meet lender requirements. Furthermore, the Consultant will prepare the loan applications on behalf of the Client, submit these applications to the chosen financial institutions, and act as the intermediary in all communications with lenders. Throughout the loan processing period, the Consultant shall provide timely and periodic updates to the Client regarding the status and progress of the application, addressing queries or additional requirements as needed until the loan is either sanctioned or rejected. This scope ensures the Client receives dedicated support throughout the loan procurement process.

7. Loan Types Covered

The consultancy services provided under this Agreement shall encompass a wide range of business loan products to address the diverse financing needs of the Client. These include, but are not limited to, term loans for business expansion or capital expenditure, working capital loans to support day-to-day operational expenses, loans available under the Micro, Small and Medium Enterprises (MSME) development schemes, machinery loans for the acquisition of equipment and technology, and any other types of business loans as may be mutually agreed upon in writing by the Parties during the course of this Agreement. The Consultant shall endeavor to identify and facilitate the most suitable loan products aligned with the Client's specific business requirements, financial profile, and growth objectives, thereby ensuring a tailored and effective approach to business financing.

8. Consultant Obligations

The Consultant hereby undertakes to diligently and professionally perform all services outlined under this Agreement with the highest degree of skill, care, and due diligence expected in the business loan consultancy industry. The Consultant shall maintain consistent and timely communication with the Client, providing accurate, clear, and relevant advice and guidance throughout the loan application process. The Consultant agrees to assist the Client in preparing, organizing, and verifying all necessary documentation to ensure compliance with lender requirements. Furthermore, the Consultant shall actively liaise and follow up with the financial institutions to facilitate the smooth processing of the Client's loan applications. Notwithstanding the Consultant's best efforts, it is expressly understood and agreed that the Consultant does not guarantee approval or sanction of any loan application, as the final decision rests solely with the lending financial institution.

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9. Client Obligations

The Client agrees to fully cooperate with the Consultant throughout the duration of this Agreement by providing all necessary information, documentation, and assistance required for the effective delivery of consultancy services. The Client shall ensure that all information and documents furnished to the Consultant are accurate, complete, and up-to-date to the best of their knowledge and belief. The Client commits to responding promptly and effectively to all communications, requests, and inquiries from the Consultant, thereby facilitating timely progression of the loan application process. Failure to provide such cooperation or submission of incomplete or incorrect information may adversely affect the Consultant's ability to perform the agreed services and may impact the outcome of the loan application. The Client acknowledges that delays caused by their non-cooperation or provision of misleading information are their sole responsibility.

10. Fees and Charges

The Client hereby agrees to pay the Consultant the consultancy fees as mutually agreed upon and detailed in the attached fee schedule or annexure to this Agreement. Such fees may be structured as a fixed amount, a percentage of the loan amount, or a combination thereof, based on the nature and extent of the services provided. The fees are payable in accordance with the timelines and payment methods specified in this Agreement or the accompanying fee schedule. In addition to the consultancy fees, the Client shall be responsible for any additional service charges, administrative expenses, or out-of-pocket costs reasonably incurred by the Consultant in the course of providing the agreed services, including but not limited to courier charges, application fees, or statutory payments, which shall be reimbursed by the Client upon submission of supporting documentation. Non-payment or delayed payment of fees and charges may result in suspension or termination of services as per the terms outlined herein.

11. Success Fee

In addition to the consultancy fees outlined herein, the Client agrees to pay the Consultant a success fee contingent upon the successful sanction and disbursal of the business loan applied for through the Consultant's services. The amount or percentage of the success fee shall be mutually agreed upon by the Parties and clearly specified in

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this Agreement or in an annexure hereto prior to the commencement of services. This success fee shall become payable only upon the formal approval and receipt of loan funds by the Client from the lending financial institution. The Consultant's entitlement to the success fee is independent of any other fees and charges and shall not be refundable under any circumstances. Should the loan application be rejected, withdrawn, or not disbursed for any reason, no success fee shall be due or

12. Payment Terms

The Client shall make all payments due under this Agreement in accordance with the fee schedule and within the timeframes specified therein. Payments shall be made through mutually agreed modes, including but not limited to bank transfer, cheque, or any other method agreed upon by the Parties in writing. The Client undertakes to ensure that payments are received by the Consultant on or before the due dates to avoid any disruption in services. In the event of delayed payments beyond the stipulated due date, the Consultant reserves the right to levy interest or late payment penalties as specified in the fee schedule or as permitted under applicable laws. Such interest or penalties shall accrue from the due date until the date of actual payment. Non-payment or repeated delay in payment may result in suspension or termination of services at the sole discretion of the Consultant, without prejudice to any other rights or remedies available under this Agreement or law.

13. Validity of Agreement

This Agreement shall remain in full force and effect for a period of **three (3) months** commencing from the date of its execution by both Parties, unless sooner terminated in accordance with the provisions set forth in the Termination clause of this Agreement. Upon expiry of this period, the Agreement shall automatically cease to be effective unless both Parties mutually agree in writing to extend or renew the Agreement under such terms and conditions as may be mutually acceptable. The Consultant shall not be obligated to provide any further consultancy services beyond the validity period unless an extension is duly agreed upon and documented.

14. Documentation

The Client agrees to furnish the Consultant with all requisite documents and information necessary to facilitate the loan application process. Such documentation shall include, but is not limited to, valid identity proofs (such as Aadhaar card, PAN card, passport), business registration certificates, audited financial statements, bank statements for the prescribed period, tax returns, income proofs, and any other

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documents or certifications as may be required by the lending institutions or stipulated by applicable laws and regulations. The Client acknowledges that timely submission of complete and authentic documents is critical to the smooth processing of the loan application, and failure to provide such documentation may result in delays or rejection of the loan application. The Consultant shall not be held liable for any consequences arising out of incomplete, inaccurate, or delayed submission of documents by the Client.

15. Loan Application Process

The Consultant shall provide comprehensive guidance and assistance to the Client throughout the entire loan application lifecycle. This includes, but is not limited to, assisting the Client in the accurate preparation and verification of all required documentation, completing and reviewing loan application forms, and submitting the completed applications to selected financial institutions on behalf of the Client. The Consultant will act as the primary point of contact between the Client and the lenders, facilitating effective communication and addressing any queries or additional information requests from the financial institutions. The Consultant shall continuously monitor the status of the loan application and keep the Client informed through periodic updates until the loan is either sanctioned or declined. The Consultant's role is to ensure a streamlined application process, while acknowledging that the ultimate decision on loan sanction lies solely with the lending institutions.

16. Loan Approval

The Parties expressly acknowledge and agree that the approval, sanction, and disbursal of any business loan applied for through this consultancy service shall be solely at the discretion of the respective lending financial institution(s). While the Consultant commits to using reasonable skill, care, and diligence in assisting the Client throughout the loan application process, the Consultant does not, in any manner, warrant or guarantee the approval, sanction, or timely disbursal of the loan. The Consultant's role is limited to facilitating and advising the Client, and any decision regarding the acceptance, modification, or rejection of the loan application remains exclusively with the lender. The Consultant shall not be held liable for any loss, damages, or consequences resulting from the non-approval or delay in approval of the loan.

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application.

17. Confidentiality

Both Parties acknowledge that during the course of this Agreement, they may receive or have access to certain confidential, proprietary, or sensitive information relating to the other Party's business, financial details, loan applications, personal data, or other materials that are not publicly available ("Confidential Information"). Each Party agrees to maintain the confidentiality of all such information and to use it solely for the purposes of fulfilling their obligations under this Agreement. Neither Party shall disclose, share, publish, or otherwise make available any Confidential Information to any third party without the prior written consent of the disclosing Party, except where such disclosure is required by applicable law, regulation, or pursuant to a lawful order by a competent authority. Both Parties shall take all reasonable measures to protect the confidentiality of the information and prevent unauthorized access or use.

18. Data Protection

processing, storage, and transfer of personal and sensitive data shared under this Agreement. The Consultant commits to implementing appropriate technical and organizational measures to safeguard the Client's personal, financial, and business information against unauthorized access, disclosure, alteration, or destruction. All Client data shall be used solely for the purposes outlined in this Agreement and shall not be retained longer than necessary unless required by law. In the event of any data breach or unauthorized access, the Consultant shall promptly notify the Client and take immediate remedial actions to mitigate the impact. Both Parties agree to cooperate fully in ensuring compliance with data protection requirements throughout the term of this Agreement.

19. Intellectual Property

All materials, reports, documents, templates, methodologies, and any other intellectual property created, developed, or provided by the Consultant in connection with the services rendered under this Agreement shall remain the exclusive property of the Consultant unless expressly agreed otherwise in writing by both Parties. The Client is granted a limited, non-transferable license to use such materials solely for the purposes contemplated by this Agreement and for the Client's internal business use. The Client

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shall not reproduce, distribute, modify, or disclose any of the Consultant's intellectual property to third parties without the prior written consent of the Consultant. Any unauthorized use or infringement of the Consultant's intellectual property rights shall be deemed a material breach of this Agreement and may give rise to legal remedies

20. Non-Disclosure

Both Parties agree that any confidential or proprietary information obtained or exchanged in connection with this Agreement shall be held in strict confidence and shall not be disclosed, divulged, or made available to any unauthorized third party without the prior written consent of the disclosing Party. This obligation of non-disclosure shall survive the termination or expiration of this Agreement and shall continue for a period of **three (3) months** thereafter, or for such longer duration as required by applicable law or regulation. Exceptions to this clause include disclosures mandated by law, regulation, or court order, provided that the receiving Party promptly notifies the disclosing Party of such requirement to enable protective measures or other appropriate responses..

21. Non-Solicitation

The Consultant agrees that during the term of this Agreement, and for a period of **twelve (12) months** following its termination or expiration, the Consultant shall not, directly or indirectly, solicit, entice, or engage the Client or any of its affiliates for any consultancy services or business activities beyond the scope of this Agreement without obtaining the prior written consent of the Client. This provision is intended to protect the Client's business interests and ensure that any additional services are mutually agreed upon.

22. Conflict of Interest

Both Parties represent and warrant that, at the time of entering into this Agreement, there exists no actual or potential conflict of interest that would impair their ability to perform their respective obligations herein. Each Party agrees to promptly disclose to the other any circumstance or relationship that may reasonably be perceived as a conflict of interest during the term of this Agreement. In such event, both Parties shall work collaboratively to resolve the conflict in a manner that maintains the integrity and objectives of this Agreement.

23. Subcontracting

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The Consultant may engage subcontractors or third parties to perform certain portions of the services contemplated under this Agreement only with the prior written approval of the Client. Notwithstanding any such subcontracting, the Consultant shall remain fully responsible and liable for the quality, timeliness, and completeness of all services provided, including those performed by subcontractors, and shall ensure that all subcontractors comply with the terms and conditions of this Agreement.

24. Communication

All official communications between the Parties shall be conducted through agreed channels including email, telephone, or written correspondence. The Consultant commits to providing the Client with periodic updates regarding the progress of consultancy services as agreed upon or upon request. Both Parties shall ensure timely responses to maintain effective communication and coordination throughout the term of this Agreement.

25. Client's Warranties

The Client hereby warrants and represents that all information, data, and documentation provided to the Consultant for the purpose of securing a business loan are true, accurate, complete, and not misleading in any material respect. The Client acknowledges responsibility for the authenticity of such information and accepts that any false or incomplete information may adversely affect the Consultant's ability to perform services and may lead to rejection of the loan application.

26. Consultant's Liability

The Consultant's total liability arising out of or in connection with this Agreement shall be limited to the total fees paid by the Client to the Consultant. Under no circumstances shall the Consultant be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profit, loss of business opportunity, or reputational harm, regardless of the cause of action or theory of liability.

27. Indemnification

The Client agrees to indemnify, defend, and hold harmless the Consultant, its affiliates, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable legal fees) arising out of or related to any inaccurate, false, or misleading information or documents provided by the Client,

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or from the Client's failure to comply with any terms of this Agreement.

28. Force Majeure

Neither Party shall be held liable for any failure or delay in performance under this Agreement to the extent that such failure or delay is caused by events beyond their reasonable control, including but not limited to natural disasters, acts of God, government restrictions, strikes, pandemics, or any other unforeseen circumstances ("Force Majeure Events"). The affected Party shall notify the other promptly and shall use all reasonable efforts to resume performance as soon as practicable.

29. Termination

Either Party may terminate this Agreement by providing thirty (30) days' prior written notice to the other Party. Termination shall not relieve the Client from the obligation to pay for all services duly rendered by the Consultant up to the effective date of termination.

30. Effect of Termination

Upon termination of this Agreement, the Consultant shall cease providing consultancy services immediately, and the Client shall settle all outstanding fees and expenses within fifteen (15) days from the termination date. The Consultant shall deliver any completed work and relevant documentation to the Client within a reasonable period after termination.

31. Dispute Resolution

The Parties agree to attempt in good faith to resolve any disputes arising out of or in connection with this Agreement through amicable negotiation. If the dispute cannot be resolved through negotiation within thirty (30) days, the Parties may mutually agree to submit the matter to mediation or arbitration under applicable rules. The jurisdiction and venue for any arbitration or litigation shall be as set forth in the Governing Law clause.

32. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of India. The Parties expressly agree that any dispute, controversy, or claim arising out of or relating to this Agreement, including its validity, interpretation, breach, or termination, shall be subject to the exclusive jurisdiction of the courts located in **SURAT, GUJARAT**, and the Parties hereby irrevocably consent to the personal

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jurisdiction and venue of such courts. The Parties waive any objection to jurisdiction or venue in such courts, including claims of inconvenient forum.

33. Amendment

No modification, alteration, or amendment of any provision of this Agreement shall be effective or binding unless set forth in a written document duly signed and executed by authorized representatives of both Parties. Such amendments must be digitally signed through the government-approved Odoo digital signature platform to ensure authenticity, enforceability, and compliance with applicable electronic transaction laws.

34. Entire Agreement

This Agreement, including all appendices, annexures, and documents expressly incorporated by reference, represents the entire and sole agreement between the Parties with respect to the subject matter hereof. It supersedes all prior oral or written negotiations, discussions, understandings, or agreements between the Parties, whether express or implied, relating to the services described herein. Neither Party shall be bound by any representations, warranties, or agreements not expressly set forth in this Agreement.

35. Notices

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed properly given when delivered personally, sent by registered post, courier service, or email to the addresses provided by the Parties in this Agreement. Notices sent via registered post or courier shall be deemed received three (3) business days after dispatch, whereas notices sent via email shall be deemed received upon successful transmission receipt confirmation, provided no delivery failure notification is received.

36. Compliance with Laws

Both Parties agree to fully comply with all applicable national, state, and local laws, regulations, ordinances, and guidelines in the performance of their respective obligations under this Agreement. This includes, without limitation, compliance with tax laws, labor laws, data protection regulations, and any other statutory or regulatory requirements relevant to the services provided herein. Each Party shall bear sole responsibility for its own compliance and shall indemnify the other Party against any

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losses arising from non-compliance.

37. Refund Policy

Refunds, if applicable, shall be governed strictly by the terms and conditions outlined in this Agreement and any attached fee schedules or annexures. The Client may be entitled to a refund only under circumstances expressly stipulated herein, subject to any deductions for services already rendered or expenses incurred by the Consultant. All refund requests must be submitted in writing and will be processed within a reasonable timeframe as determined by the Consultant, subject to verification and approval.

38. Marketing and Publicity

Neither Party shall use the other Party's name, logo, trademarks, trade names, or any other proprietary marks or materials for marketing, advertising, or promotional purposes without obtaining prior written consent from the other Party. Any such consent, if granted, shall be subject to the terms and conditions agreed upon in writing by the Parties and shall comply with all applicable intellectual property laws and guidelines.

39. Privacy Policy

The Consultant acknowledges the importance of protecting the Client's personal, financial, and business information and commits to implementing reasonable administrative, technical, and physical safeguards designed to secure such data against unauthorized access, disclosure, alteration, or destruction. The Consultant shall handle all Client data in strict compliance with applicable data protection and privacy laws, regulations, and guidelines, including but not limited to the Information Technology Act, 2000 and relevant rules thereunder. The Consultant further agrees to use the Client's information solely for the purposes outlined in this Agreement and shall not disclose such information to any third party except as required by law or with the Client's prior written consent. In the event of any data breach or unauthorized disclosure, the Consultant shall promptly notify the Client and take all necessary remedial actions to mitigate any adverse effects.

40. Signatures

This Agreement shall be executed electronically and legally binding upon the authorized digital signatures of both Parties affixed via the government-approved Odoo digital

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signature platform. Such digital execution shall have the same legal effect, validity, and enforceability as traditional handwritten signatures under applicable laws governing electronic records and digital signatures. Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to enter into and bind the respective Party to the terms and conditions herein. The date of the last digital signature affixed shall be deemed the effective date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Business Loan Consultancy Agreement to be executed digitally through the government-approved Odoo digital signature platform by their duly authorized representatives as of the date first above written.

For the Consultant

Name: _____

Designation: _____

Signature: _____

Date: _____

For the Client

Name: _____

Designation: _____

Signature: _____

Date: _____

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Disclaimer: No Obligation, No Forced OTP Sharing

CapitalBox is committed to providing transparent and ethical legal and business consultancy services. We hereby clarify that at no point during our consultancy or loan facilitation process will any client be forced, coerced, or pressured to share One-Time Passwords (OTP) or any sensitive personal information. CapitalBox strictly prohibits any form of undue influence, harassment, or jabar-dasti (force) in dealings with clients.

All interactions and service agreements are voluntary and based on mutual consent. Clients have the full right to refuse sharing OTPs or any other private information not legally required for service delivery. CapitalBox upholds client privacy, data security, and legal compliance at all times.

If you experience any attempt of coercion or forced disclosure, please report immediately to our support team at **contact@capitalbox.in**.

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