This Loan Agreement is executed on date <>

Between

Mr. T ARORA (PAN: _____), S/o: B Arora, R/o: _____Hyderabad, Andhra Pradesh-500084, hereinafter referred to as the **Lender** which expression unless repugnant to the context shall mean and includes its legal representatives, assignee, nominee(s) and administrator;

And

Mr. K SINGH (PAN: _____), S/o: D Singh, R/o: _____, Pune, Maharashtra-411038, hereinafter referred to as the **Borrower** which expression unless repugnant to the context shall mean and includes its legal representatives, assignee, nominee(s) and administrator;

Both parties agree on terms and conditions hereinafter contained

1. The Lender agrees to lend to the Borrower a sum not exceeding **INR <amount>** for a period of **<tenure> months** with an interest rate of **<ROI>** per annum**,** the Borrower accepts the loan and agrees to repay the amount in accordance with the terms and conditions set out in this Agreement.

2. With respect to any matter arising under this Agreement, the competent courts within the local limits of whose jurisdiction, the Lender resides or ordinarily carries on his business, or personally works for gain, such courts will have exclusive jurisdiction over this Agreement. The lender may authorize Faircent to represent him in the court at the Lenders expense, through their legal counsel, in which case the jurisdiction of this agreement will be in Gurgaon, Haryana.

3. Both parties represent covenants and warrant to each other that:
   (a) He/she has read all the terms and conditions, privacy policy, and other material available at the website of Fairassets Technologies India Private Limited hereinafter referred to as Faircent.
   (b) They unconditionally agree to abide by the terms and conditions, privacy policy and other binding material contained on the website of Faircent.
   (c) The information and financial details submitted by him/her on the website of Faircent are true and correct.
   (d) They understand that Faircent only facilitates meeting of lenders and borrowers and is not engaged or is responsible for either lending or ensuring that the borrower shall repay the borrowed amount on time.
   (e) Faircent is in no manner responsible towards either loss of money or breach of privacy or leakage of any confidential information.
   (f) They have not provided any information which is incorrect or materially impairs the decision of Faircent to either register him / her or permits to lend him / her through the website of Faircent.
   (g) They confirm that all types of communication and cash transactions between them (borrower and lender) will be/have been done online via an online platform provided by Faircent.

4. The Borrower agrees to pay interest and additional charges payable on the Loan as follows:
   (a) The Loan will carry interest at such rate as may be agreed in terms of Schedule I to this Loan Agreement.
   (b) The Borrower shall pay the interest along with the principal and penal charges if any on or before 15th day of every month starting from the month which follows the month in which the Loan is disbursed to the Borrower by the Lender. Such repayments of Loan shall continue until the date of complete repayment of loan.
   (c) For all money transfers made by the lender to the borrower by the 15th day of any month, the first EMI will be scheduled for payment by the borrower on the next corresponding month of the payout of the loan.
   For all money transfers made by the lender to the borrower after the 15th day of any month, the first EMI will be scheduled for payment by the borrower on the month after the immediately following month of payout of the loan.
   (d) Any default by the Borrower in payment for dues towards interest and / or principal would entail additional charges as agreed in the terms of Schedule III to this loan agreement. This is without prejudice to the Lender's other rights available as per this agreement and under applicable law.
   (e) Provided also that the obligation to pay additional charges shall not entitle the Borrower to set up a defence that no event of default as mentioned hereunder has occurred.
   (f) Borrower at his own discretion and upon payment of due principal, interest, bank charges to the Lender can foreclose his loan after three (3) months from the date of his first EMI (Equated Monthly Instalment). In such an event, the Borrower shall remain bound to pay all charges due to Faircent as the case maybe. Post ascertaining all particulars by Faircent and the payment of dues by the borrower the agreement will stand cancelled.
   (g) Borrower shall provide self attested documents pertaining to all identification, financial and residential proof as mandated by Faircent.
   (h) The Borrower also without any prejudice unconditionally agrees to the EMI (Equated Monthly Instalment) date to be prefixed by the intermediary Faircent as mentioned in the Schedule I to this agreement, which will remain unchanged throughout the tenure of the loan availed unless otherwise stated reasons presented to the satisfaction of Faircent by the Borrower.
   (i) The Borrower is also liable to pay the Lender interest as stated in Schedule II of this Agreement for the additional number of days over and above his scheduled EMI (Equated Monthly Instalment) in case he receives the funds for a period exceeding thirty (30) days from the date of his first EMI (Equated Monthly Instalment).
   (j) Faircent may charge a fee from the lender & borrower for the services rendered during the course of this agreement, including but not limited to, foreclosure fee, EMI date change fee, bank account change fee, legal fee etc, as specified in the Schedule of fees & charges referred to herein below. The borrower fee may be added into the borrower monthly repayment and the lender fee may be deducted from the borrower repayment when it is transferred to the lender's account. Please refer the Schedule of fees and charges available on the Faircent website for details on the applicable fees.

5. Both parties agree to the following related to the loan repayments
   (a) The borrower will receive disbursement from the lender through a lender pool account which is solely used to facilitate the disbursement process to the borrower. This account is managed by a third party custodian and Faircent doesn't have any transaction rights for the account, or earn any interest on balances held in this

account. Faircent is not obliged to pay interest to the lender on any unused amount in the lender pool account.

(b) The borrower repayments to the lenders will be routed through a collections account, which is solely used for the purpose of collecting the repayments. This account is managed by a third party custodian and Faircent does not have any transaction rights for the account or earn interest on the balance held in this account. Faircent is not responsible for any delay in receiving payments from the borrowers or for any delay in distributing these repayments to the lenders.

(c) The borrower would make single consolidated repayments (including additional charges as applicable) due for all lenders into this collections account.

(d) The lender would receive consolidated repayments from this collections account. The repayments may be staggered if multiple borrowers to whom the Lender has lent monies, has different repayment EMI due dates (e.g. lender has lent to 4 borrowers where 2 borrowers have a repayment due date on 5th and 2 borrowers have a repayment due date on 10th – in this case the Lender will receive 2 staggered payments on 5th and 10th of the month respectively.)

(e) The lender authorizes Faircent to use the collections account to receive borrower repayments on their behalf and transfer the repayments to the lenders account as soon as practical.

(f) The borrower authorizes Faircent to receive repayments into the collections account from borrowers' bank account for repayment to the lenders' bank account.

(g) The borrower agrees to provide the following within 7 days as instructed by Faircent –

    a. 1 cheque favouring Faircent collections account for the first EMI including interest for additional days as stated in Section 3 (i)

    b. 1 NACH instruction favouring Faircent collections account. The NACH instructions will be for a maximum amount equal to the EMI amount + Rs. 1500/- to accommodate penal charges. Faircent will only process the NACH instructions as per the amount overdue each month.

    c. Additional cheques– in case the NACH instructions are not processed by the bank for whatever reasons or if existing cheques are consumed for repayments.

(h) Faircent charges a processing fee for disbursing the loans. Such processing fee may be deducted from the loan amount disbursed by the lender to the borrower through the lender pool account. The loan amount and repayment schedule for the borrower remains the same as per this agreement.

(i) The Borrower shall not close their bank account without prior intimation to Faircent and in case such an account is closed, the Borrower shall substitute all cheques and NACH instructions.

(j) The Lender shall not close their bank account without prior intimation to Faircent and in case such an account is closed, the Lender shall update Faircent immediately in writing.

(k) The Borrower and Lender will only use bank accounts from banks regulated by RBI for making or receiving payments related to this Agreement.

6. The Lender shall disburse a sum equal to **INR <amount>** to the Borrower's account within 7 days of execution of this agreement from the lender pool account.

7. This Agreement will automatically terminate and get cancelled and shall have no legal effect if the Borrower fails to submit the repayment cheques and NACH instructions.

8. The Borrower shall utilise the said Loan only for the purpose as stated in the registration and the loan shall not be utilised for any other purpose.

9. At the option of the Lender, and without necessity of any demand upon or notice to the Borrower all of which are hereby expressly waived by the Borrower and notwithstanding anything contained herein the said dues and all of the obligations of the Borrower to the Lender hereunder shall immediately become due and payable irrespective of any agreed maturity and the Lender shall be entitled to enforce its security, including presentation of cheques provided to the Lender upon the happening of any of the following events:

    (a) If any representations or statements or particulars made in the Borrower's proposal / application are found to be incorrect or

    (b) the Borrower commits any breach of any term set out in this Agreement;

    (c) the Borrower fails to repay any two instalments of the loan amount on the designate date on which they are due;

    (d) If any attachment, distress execution or any other such process is initiated against the Borrower;

    (e) If the Borrower ceases or threatens to cease or carry on its business or profession;

    (f) If the Borrower makes any compromise or settlement with any of his/her creditor for any payment of dues to such creditor.

    (g) If any action for insolvency is filed against the Borrower.

10. The rights, powers and remedies given to the Lender by this agreement shall be in addition to all rights, powers and remedies given to the Lender by virtue of any other security, statute or rule of law. The Lender may exercise a lien or right to set – off with respect to any obligation of the Borrower on the Lender in the same manner as if the obligations were unsecured and shall have a lien on all property / credit balance in any other account of the Borrower or securities of the Borrower in the Lender's possession or custody whether for safe-keeping or

otherwise. If upon demand by the Lender, the balance outstanding in the Loan account is not repaid within the prescribed time, such credit balance in any account may be adjusted towards dues under the Loan account. In case of any deficit, the deficit amount may be recovered by the Lender from the Borrower. Any forbearance of failure or delay by the Lender in exercising any right, power or remedy hereunder shall not be deemed to be waiver of such right, power or remedy and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of the Lender shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Lender.

11. The Borrower hereby agrees and gives consent for the disclosures by the Lender of all or any such;
(a) Information and data relation to it;
(b) The information or data relating to any credit facility availed of / to be availed by it
(c) Default if any committed by it in discharge of our such obligation, as the Lender may deem appropriate and necessary to disclose and furnish to Credit Information Agencies and any other agency authorised in this behalf by RBI;
(d) The Borrower declares that the information and data furnished by it to the Lender are true and correct.

12. The Borrower undertakes that;
(a) the Credit Information Agencies and any other agency so authorised may use or process the said information and data disclosed by the Lender or by Faircent in the manner as deemed fit by them; and
(b) the Credit Information Agencies and any other agency to authorised to furnish for consideration, the processed information and data or products thereof prepared by them to Banks / financial institutions and other credit grantors or registered users as may be specified by the Reserve Bank in this behalf;

13. Indemnity and representation from borrower and lender
(a) The Borrower shall indemnify and hold the Lender harmless from and against any and all loss, damage or other consequences which may arise or result from giving the Loan to the Borrower and shall reimburse the Lender upon demand all such sums and shall upon request appear and defend at the Borrower's own cost and expenses any action which may be brought against the Lender in connection therewith.
(b) The Borrower and the Lender acknowledge that Faircent is not obligated to perform any obligation for them and that it is only a service provider to them that facilitates the transaction between them. In case of any loss or damage to Faircent due to any act of commission or omission, directly or indirectly by any one, Lender or the Borrower, each of them, as the case maybe, shall indemnify Faircent.
(c) Without prejudice to the foregoing, the Lender hereby admits and accepts that since Fairassets Technologies India Private Limited, is only a platform, which has brought the Lender and the Borrower together and is otherwise not responsible or liable for the conduct of the Borrower in any manner, the Lender will not under any circumstances hold Fairassets Technologies India Private Limited responsible or liable if the Borrower defaults on any of his / her / its obligations towards the Lender howsoever and wherever prescribed, in any manner whatsoever. Further, the Lender recognises that Fairassets Technologies India Private Limited has not made any representation about the Borrower or his / her credit worthiness and that the Lender will lend / has lent the monies to the Borrower, only on the Lender's judgement about the Borrower and relying on the representations made by the Borrower to the Lender.
(d) In case the lender chooses to lend to borrowers through auto-lending, it is the lenders responsibility to select the criteria for lending according to his risk appetite. While the lender has authorized Faircent platform to send proposals to borrowers who meet the pre-selected criteria set by the Lender; the lender has an option to withdraw such proposals. The decision to lend to the borrower and therefore to execute this agreement is the sole responsibility of the lender.

14. The Borrower shall reimburse and pay to the Lender all costs, charges and expenses, including stamp duty and legal costs on actual basis and other charges and expenses which may be incurred in preparation of these presents and related to and or incidental documents and enforcement of the rights of the Lender there under or any other document security created / executed by the Borrower in favour of the Lender.

15. The Borrower agrees to accept the statement of account sent by the Lender or by any other authorised representative of the Lender as conclusive proof of the correctness of any such claim to be due from him.

16. Any notice or demand hereunder shall be in writing signed by any Lender's officers and may be made by leaving the same or sending it through the post addressed to the Borrower at the address specified above or the address last known to the Lender; and a notice or demand so given or made shall be deemed to be given or made on the day it was so left or, as the case may be, two business days following that on which it was so posted, and shall be effectual notwithstanding that the same may be returned undelivered and notwithstanding the Borrower's change of address.

17. Borrower hereby, confirms that any changes in Residence address, Permanent Address, Employment Status or organization structural changes relating to his/her job profile, will intimate Faircent within 3 working days through

a mail to support@faircent.com. Failing to abide by these conditions may entail the Borrower to face legal proceedings or otherwise as deemed appropriate by lenders.

18. If any provision of this agreement is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions when will remain unaffected.

19. The lender is advised to astutely assess all apparent risks and expected benefits before investing. Faircent.com is a marketplace that carefully assesses and lists borrower(s) profiles for all types of investor(s) with varying risk appetites. Faircent.com highlights all relevant facts at its disposal for every borrower; however, decision of investment solely rests with the lender.

20. "Borrower confirms that all the rights vested in the lender will be granted to the nominee as per the agreement in the physical absence of the lender to claim the principal and the accrued interest outstanding as the case maybe."

Schedule I:

Amortization Schedule

EMI Calculator				
Loan Amount	<amount>			
Loan Term (Years)	<tenure>			
Payments Per Year	12			
Rate of Interest	<ROI>		-	
Monthly Installment	<EMI amount>			
EMI due date	<EMI date>			
S.No	Monthly Installment	Interest	Principal	Balance
0				15000
1	993	288	706	14294
2	993	274	719	13575
3	993	260	733	12842
4	993	246	747	12095
5	993	232	761	11334
6	993	217	776	10558
7	993	202	791	9767
8	993	187	806	8961
9	993	172	821	8139
10	993	156	837	7302
11	993	140	853	6449
12	993	124	870	5579
13	993	107	886	4693
14	993	90	903	3790
15	993	73	921	2869
16	993	55	938	1931
17	993	37	956	975
18	993	19	975	0

Schedule II

Lender's Details

Name:
PAN:
Father's name:
Address:

Nominee details
Name:
PAN:
Address:

Borrower's Details

Name:
PAN:
Father's name:
Address:

Schedule III

Collections charges (towards Faircent): Rs. 500/-

Late charges (towards lender): Rs. 100/- per Lender if the instalment payment is delayed by upto 10 days and Rs. 250/- per Lender if the instalment is delayed by more than 10 days. These charges are applicable for each instance of delayed repayment.