

**Disclaimer: This is a the sample of Loan agreement to be executed between Lender, Faircent.com and Borrowers before disbursal of Loan. The terms of the executed Loan Agreement may differ with the Sample as per the specific risk/credit profile of the Participants. Participants are required to read & understand the final version before execution.**

Stamp Certificate No.:  
Sequence No.:  
Accepted via IP:

## **Lender - Borrower Loan Agreement**

This Lender – Borrower Loan Agreement (the "**Agreement**") shall govern the terms and conditions applicable to the Loan (defined below) to be provided to **Borrower(s)** by the **Lender(s)** through **Faircent.com**

Fairassets Technologies India Private Limited (CIN: U67100HR2013PTCO48659) a company incorporated under Companies Act, 1956 and having its corporate office at 5C & 5D, 5th floor, Lemon Tree, Sector 60, Gurgaon - Haryana 122011, (hereinafter referred to as "**Faircent.com**" or the "**Confirming Party**"),

And

Lenders whose details are provided in Schedule II below hereinafter referred to as the "**Lenders**" which expression unless repugnant to the context shall mean and includes its legal representatives, assignee, nominee(s) and administrator;

And

Borrowers whose details are provided in Schedule II below 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;

**WHEREAS:** (a) the Borrower(s) have requested the Lender(s) for granting the Loan (hereinafter defined) to the Borrower(s) through Faircent Platform; (b) after considering the request of the Borrower(s), the Lender(s) have agreed to grant the Loan to the Borrower(s) through Faircent Platform, subject to the terms and conditions contained in the Loan Documents (hereinafter defined). The Borrower(s) agrees to this Agreement digitally by click wrap method by clicking on the "I Accept" or "Consent" button/box and the same shall be construed as an express and explicit consent under the existing laws of India, valid, binding and enforceable in accordance with all applicable laws as if the Borrower have signed/endorsed each page of this Agreement. In the event Lender(s) or Confirming Party requires the Borrower to endorse its physical signatures on the Agreement, the Borrower undertakes to comply without any demur. The Lender(s) and Confirming Party shall be deemed to have executed the Agreement upon disbursal of the sanctioned Loan Amount to the Borrower. The Participants understand that the applicable stamp duty payable on this Loan Agreement shall be deemed to be paid as part of the combined stamp duty paid for multiple loans agreements and the same shall be evidenced by the certificate number securely stored in the Confirming Party's system.

### **1. Definitions**

- a. "**Borrower's Dues**" means the outstanding principal amount of the Loan and other amounts payable by the Borrower(s) to the Lender(s)/ the confirming party as per the Loan Documents, including any interest, Penal Charges, fees, costs, charges, expenses and other sums whatsoever payable by the Borrower(s) to the Lender(s) /confirming party.
- b. "**Confirming Party**" or "**Faircent.com**"- The term shall mean and include the registered P2P NBFC that owns and operates the Faircent Platform(s) and is an aggregator of Lender(s) and Borrower(s)
- c. "**Penal Charges**" shall mean and include a penalty charged for non-compliance of material terms and conditions of the Agreement by the borrower, which shall include non-payment of the loan but shall not be levied in the form of 'penal interest' that is added to the rate of interest charged on the principal Amount of the loan. Penal Charges shall not be capitalised, which means that no further interest shall be computed on such charges. However, this will not affect the normal procedures for compounding of interest in the loan account.
- d. "**Due Date(s)**" means such date(s) on which (a) any amount including principal, interest and/or other charges in respect of the Loan is due and/or payable by the Borrower(s) to the Lender(s) in terms of the Loan Documents; and/or (b) performance of any other obligation(s) required to be complied with by the Borrower(s) under the Loan Documents.
- e. "**EMI**" - The term shall mean and include Equated Monthly Instalments payable by the Borrower(s) to the Lender(s) as per the repayment schedule mentioned in the Key Fact Statement (KFS).
- f. "**Event of Default**" means any event(s) or circumstance(s) specified as such in this Agreement and/or any

other event(s) or circumstance(s) referred to/defined as an Event of Default under any of the Loan Documents upon happening of which the entire Borrower(s) Dues becomes immediately payable.

- g. "**Faircent Platform(s)**" shall mean and include all digital footprint, mobile application(s) and website(s) of Faircent.com and/or Confirming Party including [www.faircent.com](http://www.faircent.com) operated under the brand 'Faircent'.
- h. "**Key Fact Statement**" or "**KFS**" shall mean and include a standard format document containing the details of Annual Percentage Rate, the recovery mechanism, details of grievance redressal officer designated specifically to deal with digital lending/ FinTech related matter and the cooling-off/ look-up period, apart from all applicable fee and charges and other necessary information.
- i. "**Lending Service Provider (LSP)**" shall mean and include an agent of the Confirming Party who carries out one or more of their functions or part thereof in customer acquisition, underwriting support, pricing support, servicing, monitoring, recovery of specific loan or loan portfolio on behalf of Confirming Party in conformity with extant outsourcing guidelines issued by the Reserve Bank of India.
- j. "**Loan**" - The term shall mean and include the sum of the individual contributions made by all the Lenders (including Top-up Loan if any), disbursed into the bank account updated by the Borrower as per the details in Schedule II of this Agreement.
- k. "**Loan Documents**" means (i) this Agreement, (ii) the Sanction Letter, and/or (iii) the Key Fact Statement (KFS), and/or (iv) the Terms of Use agreed at the time of registration on Faircent Platform by the Participant(s).
- l. "**Material Adverse Effect**" means a material adverse effect, in the opinion of the Confirming Party, on or affecting (a) the business, operations, property or condition (financial or otherwise) of the Borrower(s); or (b) the ability of the Borrower(s) to perform its/their obligations under the Loan Documents; or (c) the validity or enforceability of the Loan Documents or the rights or remedies of the Lender(s) and/or Confirming Party under the Loan Documents.
- m. "**Parties**" - The term shall mean and include the Lender(s), the Borrower(s) and the Confirming Party consenting to the terms of this Agreement.
- n. "**Participant(s)**" - The term shall mean and include both the sections of the users i.e. the Lender(s) and the Borrower(s) registered with Confirming Party through Faircent Platform(s).
- o. "**Sanction Letter**" shall mean the sanction letter issued by the Confirming Party containing the relevant commercial and operational terms and conditions applicable to the Loan.

## 2. Standard Terms & Conditions

These terms and conditions shall be applicable uniformly to all the Participants i.e. Lenders and Borrowers registered with the Confirming Party.

- 2.1. The Lender(s) collectively agree to lend to the Borrower(s) through the Faircent Platform, a loan for the amount and tenure, with an interest rate, as specified in schedule I to this Agreement.
- 2.2. The Borrower accepts the Loan and agrees to repay the amount in the manner as stated in Schedule I and in accordance with the terms and conditions of the Agreement.
- 2.3. With respect to any matter or any dispute arising under this Agreement, the Lender(s) does hereby authorize the Confirming Party to represent him/her in the court of law or such quasi-judicial authority at the Lenders expense, through the Confirming Party's legal counsel. The Parties hereby agree to submit their disputes to the exclusive jurisdiction of the courts in Gurugram, Haryana.
- 2.4. Each Participant represent covenants and warrants to each other that:
  - a. The Participants have read all the terms and conditions, privacy policy, and other material available on the Faircent Platform(s).
  - b. The Confirming Party has the absolute right to cancel the Loan Agreement any time before the disbursal of sanctioned Loan Amount to the Borrower or later, if any time before such disbursal or later, the Borrower is found to have submitted wrong information/ document or any verification/ due diligence checks of the Borrower being received by the Confirming Party turns out to be negative which shall all be termed as a Material Adverse Effect.
  - c. The Confirming Party may also have arrangement with LSPs whereby the Loan may also be disbursed by the Lender(s) through the Faircent Platform on the basis of information exchange between the LSP and the Confirming Party.

- d. Any and all disbursement for Borrower(s) shall be done directly in the bank account of the Borrower(s) or in the bank account of the Borrower's designated nominee in case of disbursements for specific end use, only if the Borrower has specifically provided his consent to the Lender and the Confirming Party. Provided the loan is disbursed directly into the bank account of the designated nominee of the Borrower and any repayment against such Loan shall be received directly in the Escrow bank account of the Confirming Party created for receiving Loan repayments.
- e. The Participants hereby irrevocably authorize the Confirming Party to be the sole authority to decide and carry out any and all collection and legal initiatives/ proceedings against the Borrower(s) for recovery of Borrower(s) Dues hereinafter, at its own discretion and in accordance with the recovery mechanism mentioned in the KFS. Confirming Party is hereby also authorized to offer settlement and incentives as recovery tactics and also to outsource the aforesaid collection and/or legal activities to any third party vendors mentioned in the KFS at a fixed fee or commission, if deemed necessary. Any such fee or commission or incentives may be deducted by Confirming Party from the Borrower(s) Dues recovered through such activity.
- f. The Participants hereby also understand and agree that if upon initiating all the reasonably possible collection and legal options available to Confirming Party as per industry practices, any loan account remain in default for more than 360 days past due, then Confirming Party shall be authorized to exclude such account(s) from portfolio reporting across platforms to any/all stakeholders. But Confirming Party shall continue to explore collection and/or legal processes for recovery in such accounts even after the said exclusion from reporting and any recovery of any amounts from such loan accounts thereafter shall be duly accounted for by Confirming Party.
- g. The Participants unconditionally agree to abide by the terms and conditions, privacy policy and other binding material contained on the website of the Confirming Party.
- h. The information and financial details submitted by the Participants on the website of the Confirming Party are true and correct.
- i. The Participants understand that the Confirming Party only facilitates meeting of Lender(s) and Borrower(s) and is not engaged in or responsible for either lending or ensuring that the Borrowers repay the borrowed amounts on time or at all.
- j. The Confirming Party is in no manner responsible towards either loss of money or breach of privacy or leakage of any confidential information.
- k. The Participants confirm that he/she has not provided any information which is incorrect or materially impairs the decision of the Confirming Party to either register him/her or permits to lend him/her through the website of the Confirming Party.
- l. The Participants confirm that all types of communication and monetary transactions transfers between them (borrowers and the lenders) are done online via the Faircent Platform.
- m. Each Lender agrees and acknowledges that it is aware of its all rights and duties and has read Master Directions for Non-Banking Financial Company- Peer to Peer lending Platforms dated October 04, 2017, including its prerequisite that a person/institution can lend a maximum amount of Rs. 50,00,000/- (Rupees Fifty Lakhs only) across all peer-to-peer lending platforms and the maximum exposure of a single lender to any particular borrower across all the peer-to-peer lending platforms cannot exceed Rs. 50,000/- (Rupees Fifty Thousand only). The Lender agrees and acknowledges to comply with the regulatory requirements at all points in time and shall inform Faircent.com as and when the limits mentioned above have been reached. The lender investing more than Rs. 10,00,000 (Rupees Ten Lakhs only) across the P2P platforms needs to produce a certificate from a practicing Chartered Accountant certifying minimum net- worth of Rs. 50,00,000 (Rupees Fifty Lakhs).
- n. Each Borrower represents that it is aware of its all rights and duties and has read Master Directions for Non-Banking Financial Company- Peer to Peer lending Platforms dated October 04, 2017, including its prerequisite that the borrower has not borrowed more than Rs. 10,00,000/- (Rupees Ten Lakhs only) in aggregate from all peer to peer lending platforms in India, including Faircent Platform.

2.5. Every Borrower agrees to pay interest and additional charges payable on the Loan as follows:

- a. The Loan amount will carry interest payable to the Lenders in proportion to the sum advanced as loan to the Borrowers by such Lenders, at such rate as may be agreed as per the terms of schedule 1 of this Agreement.
- b. Interest along with the principal, collection fees and additional charges if any will be payable by the Borrowers on or before 15th day of every month starting from the month which follows the month in which the Loan is disbursed by the Lenders through Faircent Platform to the Borrowers. Such repayments of Loan shall continue until the date of complete repayment of loan amount.

- c. Transfers made/Amount disbursed by the Lender(s) through the Faircent Platform to the Borrower(s) by the 15th day of any month, the first EMI will be scheduled for payment by the Borrower(s) on the next corresponding month of the payout of the loan. For all money transfers made after the 15th day of any month, the first EMI will be scheduled for payment by the Borrower(s) in the month after the immediately following month of payout of the loan.
- d. Any default by the Borrower(s) in payment for dues towards interest, collection fees and/or principal would entail additional charges. This is without prejudice to the Lender's other rights available as per this Agreement and under applicable law.
- e. Each Borrower as a party to the Agreement confirms and agrees to pay interest at the agreed rate on the loan amount as per the KFS & schedule I.
- f. Every Borrower also agrees to pay additional charges on all delayed EMI payments, at such rate as per the as per KFS and schedule I to this Agreement.
- g. Provided also that the obligation to pay additional charges shall not entitle the Borrower(s) to set up a defence that no event of default as mentioned hereunder has occurred.
- h. Each and every Borrower availing a loan on the website of the Confirming Party may, apart from the Cooling-off period specified in the KFS, in their own discretion and upon payment of due principal, interest and bank charges to the Lenders and fees payable to the Confirming Party can foreclose their loan after three (3) months from the date of his/their first EMI (Equated Monthly Instalment). In such an event, the Borrowers shall remain bound to pay all charges due to the Confirming Party if any. Post ascertaining all particulars by the Confirming Party and the payment of dues by the Borrowers this Agreement will stand duly terminated.
- i. Borrower(s) shall provide self-attested documents pertaining to all identification, financial and residential proof as mandated by the Confirming Party.
- j. Every Borrower also without any prejudice unconditionally agrees to the EMI (Equated Monthly Instalment) date to be prefixed by the Confirming Party as per the Schedule I of this Agreement, which will remain unchanged throughout the tenure of the loan availed unless otherwise stated by reasons presented in writing to the satisfaction of the Confirming Party by the Borrower(s).
- k. The Borrowers are also liable to pay the Lenders the interest and to pay the Confirming Party collection fees as stated in the schedule I of this Agreement, for the additional number of days over and above the scheduled EMI (Equated Monthly Instalment) in case the borrowers receive the funds for a period exceeding thirty (30) days from the date of the first EMI (Equated Monthly Instalment).
- l. The Confirming Party shall also charge a fee from the Lenders & Borrowers for the services rendered during the course of this Loan Agreement, including but not limited to, foreclosure fee, EMI date change fee, bank account change fee, legal fee etc, as clearly specified in the Section of fees & charges made available on the Faircent Platform(s) which the Parties herein acknowledge to have read and understood. The Borrower's fee may be added into the borrower(s) monthly repayment and the lenders fee may be deducted from the borrower's repayment when it is transferred to the Lender's Escrow account.
- m. The Borrower(s) hereby authorizes the LSP for collecting his/her financial data commensurate with the LSP's Privacy Policy provided to the Borrower by the Confirming Party, in connection with this Agreement and disclose the same to the Confirming Party for its business purposes.

2.6. The Participants agree to the following related to the loan repayments

- a. The loan amount will be disbursed by the Lenders through the Faircent Platform to the Borrower(s) bank account or to the bank account of the designated nominee of the Borrower only if the Borrower has specifically provided his consent to the Lender and the Confirming Party, in case of disbursements for specific end use, by way of a Lender Escrow Account which is solely used to facilitate the Loan disbursement process to the Borrowers. This account is managed by a third-party custodian and the Confirming Party doesn't have any transaction rights for this account or earn any interest on balances held in this account. The Confirming Party is not obliged to pay interest to the Lenders on any unused amount in the Lenders Escrow Account.
- b. The repayments to the Lenders by the Borrowers will be routed through the Faircent Platform by way of a Collections Account, which is solely used for the purpose of collecting the repayments. This account is managed by a third-party custodian and the Confirming Party does not have any transaction rights for this account or earn interest on the balance held in this account. The Confirming Party is not responsible for any delay in receiving payments from the Borrowers or for any delay in distributing these repayments to the lenders.
- c. Confirming Party would make single consolidated repayments to the Lenders Escrow Account due/ Lender's Designated Bank Account for all Lenders in a month for amount received from the Borrowers against the EMI.

- d. The Lender(s) would receive consolidated repayments in the Lenders Escrow Account of the amount against the repayments of the Loan through the Faircent Platform, routed through this Collections Account. The repayments may be staggered if there are multiple Borrowers to whom the Lender(s) 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(s) will receive 2 staggered payments on 5th and 10th of the month respectively.).
  - e. The Lender(s) authorize the Confirming Party to use the Collections Account to receive the amount against the loan repayments of the Borrowers, on behalf of the Lenders and transfer the repayments to the Lenders Escrow Account as soon as practical.
  - f. The Borrower(s) authorize the Confirming Party to use the Collections Account to receive the amount against the loan repayments into the Collections Account from Borrowers' bank account for repayment to the Lender.
  - g. The Borrower(s) agrees to provide the following before disbursement of Loan in their bank account by Confirming Party -
    - i. 1 NACH/E-MANDATE instruction favouring Confirming Party Collections Account.
    - ii. 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. The Confirming Party will charge a processing fee to the Lenders as per its schedule of charges mentioned in Schedule I Part B of the Agreement.
  - i. The Borrower(s) shall not close their bank account without prior intimation to the Confirming Party and in case such an account is closed, the Borrower(s) shall substitute all NACH instructions with immediate effect.
  - j. The Borrower(s) undertakes not to cancel or terminate their NACH or E mandates favoring the Confirming Party nor close their bank account, till any Borrower(s) Dues are pending to be paid as per the Agreement. The Borrower(s) who are in non-compliance of this clause shall be liable to be prosecuted under the relevant Indian penal laws.
  - k. The Lender(s) shall not close their bank account without prior intimation to the Confirming Party and in case such an account is closed, the Lender shall update the Confirming Party immediately in writing.
  - l. The Participants (Borrowers and Lenders) will only use bank accounts from banks regulated by RBI for making or receiving payments related to this Agreement.
- 2.7. A Loan for the amount as per the schedule I to this Agreement, shall be collectively contributed by the Lenders in the Lender Escrow Account which shall be then disbursed as a loan directly to the Borrowers account or to the bank account of its designated nominee, only if the Borrower has specifically provided his consent to the Lender and the Confirming Party, within 7 days of execution of this Agreement, from the Lender Escrow Account. Further the Loan amount may be disbursed by the Lenders through the Faircent Platform in one or more tranches.
- 2.8. The Lender(s) understands, agrees, and accepts that he/she is entitled to receive only the interest and principal component of the EMIs as per Schedule I of the Agreement.
- 2.9. This Agreement will automatically terminate and get cancelled and shall have no legal effect if the Borrowers fail to submit NACH/ E-mandate instructions to the Confirming Party, in accordance with this Agreement.
- 2.10. The Borrowers shall utilise the said Loan only for the purpose as stated in the Schedule II and the loan shall not be utilised for any other purpose.
- 2.11. **Events of Default:** At the option of the Lenders, and without necessity of any demand upon or notice to the Borrowers all of which are hereby expressly waived by the Borrowers and notwithstanding anything contained herein the said dues and all of the obligations of the Borrowers to the Lenders hereunder shall immediately become due and payable irrespective of any agreed maturity and the Lenders shall be entitled to enforce its security, including presentation of cheques through the Confirming Party upon the happening of any of the following events:
- a. The Borrower(s) do not make their repayments by the Due Date(s) the Borrower's Dues (or part thereof) and/or any amount payable pursuant to the Loan Document.

- b. The Borrower(s) cancels or terminates any payment mandate or security created in favor of the Confirming Party without first fulfilling its repayment obligations.
  - c. Any event or circumstance occurs which the Confirming Party believes is likely to have a Material Adverse Effect or if any circumstance or event occurs which in the opinion of the Confirming Party, would or is likely to prejudicially or adversely affect in any manner, the ability/capacity of the Borrower(s) to perform or comply with its/their obligations under the Loan Documents and/or to pay/repay the Borrower's Dues or any part thereof.
  - d. If any representations or statements or particulars made in the proposal/application by the Borrowers are found to be incorrect or
  - e. The Borrower(s) commit any breach of any term set out in this Agreement;
  - f. If any attachment, distress execution or any other such process is initiated against the Borrower(s);
  - g. If the Borrower(s) ceases or threatens to cease or carry on its business or profession or if the Borrower(s) cease to be in lawful employment or if, in the opinion of the Confirming Party, the Borrower(s) income/revenues/remuneration has become or is likely to become inadequate or if any Borrower(s) dies or if any Borrower(s) becomes mentally unsound or if any Borrower(s) is imprisoned ;
  - h. If any action for insolvency is filed against the Borrower(s).
- 2.12. The rights, powers and remedies given to the Lenders by this Agreement shall be in addition to all rights, powers and remedies given to the Lenders by virtue of any other security, statute or rule of law. The Lenders may exercise a lien or right to set - off with respect to any obligation of the Borrowers on the Lenders 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 Borrowers or securities of the Borrowers in the possession or custody of the Lenders whether for safe-keeping or otherwise. If upon demand by the Lenders routed through the Confirming Party, 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 Lenders with the assistance of the Confirming Party from the Borrower. Any forbearance of failure or delay by the Lenders 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 Lenders shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Lenders.
- 2.13. The Borrowers hereby agree and give consent for the disclosures by the Confirming Party or the Lenders 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 the Borrowers in discharge of such obligation, as the Lenders and the Confirming Party may deem appropriate and necessary to disclose and furnish to Credit Information Agencies and any other agency authorised in this behalf by RBI;
  - d. Borrowers affirm and declare that the information and data furnished by it/them to the Confirming Party and the Lenders are true and correct.
- 2.14. The Borrower(s) understands and 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 Lenders or by the Confirming Party in the manner as deemed fit by them; and
  - b. The Credit Information Agencies and any other agency so authorised may 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.
  - c. Confirming Party shall require 4 references from the Borrower's professional or personal contacts for the purpose of verification of the Borrower at the time of the disbursement of loan, which the Borrower shall duly arrange to provide.
  - d. The references of the Borrower may be contacted by the Confirming Party or its designees to know the whereabouts of the Borrower in case the borrower for any reason is not reachable or not responding to the representatives of the Confirming Party.
- 2.15. Indemnity and representation from Borrower(s) and Lender(s)

- a. The Borrower(s) shall indemnify and hold the Lender(s) harmless from and against any and all loss, damage or other consequences which may arise or result from giving the Loan to the Borrower(s) and shall reimburse the Lender(s) 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 Borrowers by the Lender(s) or Confirming Party in connection therewith.
  - b. The Borrower(s) and the Lender(s) acknowledge that the Confirming Party is not obligated to perform any obligation for them and that it is only a facilitator that facilitates the transaction between. In case of any loss or damage caused to the Confirming Party due to any act of commission or omission, directly or indirectly by any one i.e., the Lender(s) or the Borrower(s), or both of them, as the case maybe, the Lender(s) and the Borrower(s) shall jointly and severally indemnify the Confirming Party from and against any and all losses, damages or other consequences which may arise or result from the breach of terms and conditions of this Agreement by the Lender(s) and/or the Borrower(s).
  - c. Without prejudice to the foregoing, the participants hereby admit and accept that since the Confirming Party is only a platform, which has brought the Lenders and the Borrowers together and is otherwise not responsible or liable for the conduct of the Borrower in any manner, any one or all of such Lenders will not under any circumstances hold the Confirming Party responsible or liable if the Borrower defaults on any of his/her/its obligations towards the Lenders howsoever and wherever prescribed, in any manner whatsoever. Further, the Lenders recognise that the Confirming Party has not made any representation about the Borrower's credit worthiness and that the Lenders will lend / has lent the money to the Borrower(s), only on the Lender's judgement about the Borrowers and relying on the representations made by the Borrowers to the Lenders.
  - d. In case the Lenders choose to lend to Borrowers through auto-lending through the website of the Confirming Party, it is the lenders responsibility to select the criteria for lending according to the Lenders risk appetite. While the Lenders has authorized the Confirming Party to send proposals to Borrowers who meet the pre- selected criteria set by the Lenders; the Lender(s) has an option to withdraw such proposals. The decision to lend to the Borrowers and therefore to execute this agreement is the sole individual responsibility of each and every Lender.
- 2.16. The Borrower(s) shall reimburse and pay to the Lender(s) and the Confirming Party 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(s) there under or any other document security created / executed by the Borrower(s) in favour of the Lender.
- 2.17. The Borrowers agree and undertake to accept the statement of account comprising the amount due against the loan account, made available by the Confirming Party through the Faircent Platform as a conclusive, final and binding proof of the correctness of any such claim to be due from the Borrower to the Lenders.
- 2.18. Any Notice or demand in relation to this Agreement hereunder shall be in writing duly issued by officers of Confirming Party on behalf of its Lenders and may be made by leaving the same or sending it through the post/emails, addressed to the Borrower at the address/ email address specified above or the last known address.
- 2.19. Borrower(s) hereby, confirms that if there are any changes in residential address, Email address/ phone number, Permanent Address, Employment Status or organization structural changes relating to his/her job profile, the Borrower will intimate the changes to the Confirming Party within 3 working days by addressing an e-mail notifying the changes, to support@faircent.com. Failing to abide by these conditions shall be considered a breach of this Agreement and entail the Borrower(s) to face legal proceedings or otherwise as deemed appropriate by Lenders.
- 2.20. Notwithstanding anything to the contrary contained herein, that any dispute, controversy or claim arising out of or in relation to this Agreement, including its construction, meaning, scope or validity thereof, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act 1996 as amended till date, which shall be administered electronically, by an independent arbitral institution by appointing an independent arbitrator in accordance with its Dispute Resolution Rules ("Rules") in consonance with the Arbitration and Conciliation act 1996 as amended till date.
- a. The Parties to this Agreement having consented to an electronic arbitration, shall be entitled to carry out the aforesaid proceedings electronically on a designated platform via online arbitration mode.
  - b. The Parties agree that the aforesaid proceedings shall be carried out by a sole arbitrator appointed by an independent arbitral institution in accordance with the rules of such institution in consonance with the Arbitration and Conciliation Act as amended till date.
  - c. The juridical seat/venue/place of arbitration shall be Gurugram, Haryana, India.

- d. The language of arbitration shall be English.
  - e. The law governing the arbitration proceedings shall be Arbitration and Conciliation Act, 1996 as amended till date.
  - f. The decision of the arbitrator shall be final and binding on the Parties to this Agreement.
- 2.21. If any provision of this Agreement is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions which then will remain unaffected.
- 2.22. The Lender(s) are advised to astutely assess all apparent risks and expected benefits before investing. The Confirming Party is a marketplace that carefully assesses and lists Borrower(s) profiles for all types of investor(s) with varying risk appetites. The Confirming Party highlights all relevant facts at its disposal for every Borrower; however, decision of investment and the inherent risk of investing rests solely with the Lender(s).
- 2.23. "Borrower(s) confirm that all the rights vested in the Lender(s) will be granted to the nominee as per the Agreement in the physical absence of the Lender(s) to claim the principal and the accrued interest outstanding as the case maybe.
- 2.24. The Participants will maintain strict confidentiality of the personal information of the other party, which is disclosed in this Agreement and any unauthorised disclosure will make the receiving Party liable for damages in addition to any other remedy in law, available to the disclosing Party.
- 2.25. The Borrower(s) hereby agree and allow the Lender(s) and/ or the Confirming Party to assign this Agreement in favour of any other Lender(s), if at any time before the maturity of the loan, any of the Lender(s) withdraws from the pool of lenders under this service product, titled (Faircent Double Plan), thereby assigning his rights and obligations under this Agreement in favour of any other Lender(s) who shall, upon being novated in place of the retiring Lender, be entitled to all the rights and obligations under this Agreement with respect to the Borrower(s).
- 2.26. The Borrower acknowledges that he has read and understood the terms and conditions of the loan contained in this Agreement, Key Fact Statement, Sanction Letter, Privacy Policy and Terms of Use accepted by the Borrower and other details related to the loan which are duly available on the Faircent Platform and shall also be enclosed in the Welcome letter to be sent by Confirming Party to the Borrower upon execution of this Agreement and disbursement of Loan. The Borrower agrees that the terms and conditions of this Agreement will prevail over any other documents signed by the Borrower.





withdrawn. The Lenders understand and agree that Confirming Party will charge a **Facilitation Fee for managing such a pool of Loan and the amount of the Facilitation fee will be the difference in the returns (i.e. repayment of loans with interest from the Borrowers) and that the amount repaid to the Lenders. eg. If the net returns post default are 15% p.a. and the return provided to lenders is 12% p.a., then the Facilitation Fee will be 3%. If the net returns post default (if any) is 11.5% p.a. then the Lenders will receive 11.5% while Facilitation Fee for Confirming Party will be nil.**

The Faircent Monthly Liquid Plan (MLP) product consists of Loans offered to Borrowers (or groups of borrowers) who, are either selected by lender individually or as per Confirming Party's algorithms have the repaying capability to provide an aggregate targeted return as per the plan chosen to participating Lender(s). Such Borrowers have been selected on the basis of their individual risk and return estimates with the aim to achieve the targeted return in the aggregate. If there is any default in this loan product the amount which can be withdrawn by a Lender (before the maturity date of the loans) will be published on a monthly basis on the Lender(s) dashboard. The interest repayable to Lenders and the principal which can be withdrawn by Lenders will be subject to the default in the repayment of the Loans as for the defaulted loans, the interest will not accrue and principal cannot be withdrawn. The Lenders understand and agree that Confirming Party will charge a Facilitation Fee for services rendered and the amount of the Facilitation Fee will be Upto 1% per month of the amount collected

The Faircent Systematic Income Generation Plan / Faircent Double "Freedom Plan" gives Lenders the ability to request for a release of the amounts invested by such Lender in the Freedom Plan, to their escrow account on demand and as per requirement of the Lender. Funds can only be released from the "Freedom plan" to escrow account of the Lender maintained on the Faircent Platform or moved to another plan post 24 hours of the investment. Investments which are released to the escrow account of the Lender prior to a 30 day term may attract a lower interest rate which will be as published by Confirming Party, in its sole discretion and notified to the Lender on the lender's dashboard on Faircent.com. Confirming Party does not guarantee any specific rate of return on the amount invested by the Lender(s) and reserves the right to change such rate of return without notice and shall not be liable for any deficiency in amount that may be received by the Lender as a result of investment in Freedom Plan. At the end of every financial quarter all the funds in the Freedom plan will be automatically released to the escrow account of the Lender and shall be automatically reinvested in the same Freedom plan. Confirming Party charges Facilitation fees which will be invoiced and deducted on every release of an investment to escrow and the Facilitation Fees shall be charged in accordance with the terms and conditions of the Freedom Plan provided to the Lender by Confirming Party. Lender shall be solely responsible to choose the Freedom Plan in which the Lender wants to invest. Confirming Party shall not be liable or responsible for any loss caused to the Lender on account of the Lender investing in any Freedom Plan. Liquidity is offered on a best effort basis and Confirming Party shall not be liable or responsible for any delay in or non-availability of Liquidity.

## Schedule II

This schedule is governed by the terms of the Agreement executed on \_\_\_\_\_ at Gurgaon, Haryana.

### Lender's Details:

Lender Name	Lender Unique ID	Lender Funded Amount (INR)	ROI (in % pa)

### Borrower's Details:

Name:

Father's / Husband's Name: Mr.

Address:

Purpose of Loan availed by the borrower:

PAN: