

**This Loan Agreement is executed on <>**

Between

**<Lender Name> (PAN <PAN>), S/o <Father Name>, R/o: <Lender Address>**, 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

**<Borrower Name> (PAN <PAN>) S/o <Father Name>, R/o: <Borrower Address>** 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.

- The Lender agrees to lend to the Borrower a sum not exceeding **INR <Amount in text> (INR <Amount>)** for a period of **<Tenure>**, 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.
- With respect to any matter or any dispute arising under this Agreement, the lender does hereby authorize Fairassets Technologies India Private Limited i.e. Faircent.com to represent him/her in the court of law or such quasi-judicial authority at the Lenders expense, through Faircent.com's legal counsel.
- Both parties represent covenants and warrants to each other that:
  - 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.
  - They unconditionally agree to abide by the terms and conditions, privacy policy and other binding material contained on the website of Faircent.
  - The information and financial details submitted by him/her on the website of Faircent are true and correct.
  - 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.
  - Faircent is in no manner responsible towards either loss of money or breach of privacy or leakage of any confidential information.
  - 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.
  - 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.
- The Borrower agrees to pay interest and additional charges payable on the Loan as follows:
  - The Loan will carry interest at such rate as may be agreed in terms of Schedule I to this Loan Agreement.
  - 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.
  - 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.
  - The Borrower agrees to pay interest at the agreed rate on the loan and additional charges @ 18% p.a. on all delayed EMI payments.
  - 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.
  - Borrower at his own discretion 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.
  - Borrower shall provide self attested documents pertaining to all identification, financial and residential proof as mandated by Faircent.
  - 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.
  - 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).
  - 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.
- Both parties agree to the following related to the loan repayments
  - 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.
  - 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.
  - The borrower would make single consolidated repayments (including additional charges as applicable) due for all lenders into this collections account.
  - 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.)
  - 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.
  - The borrower authorizes Faircent to receive repayments into the collections account from borrowers' bank account for repayment to the lenders' bank account.
  - The borrower agrees to provide the following within 7 days as instructed by Faircent –
    - A cheque favouring Faircent collections account for the first EMI including interest for additional days as stated in Section 3 (i)
    - A 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.
    - Additional cheques- in case the NACH instructions are not processed by the bank for whatever reasons or if existing cheques are consumed for repayments.
  - 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.
  - 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.
  - 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.
  - The Borrower and Lender will only use bank accounts from banks regulated by RBI for making or receiving payments related to this Agreement.
- The Lender shall disburse a sum equal to **INR <Amount> (INR <Amount>)** to the Borrower's account within 7 days of execution of this agreement from the lender pool account.
- 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.
- 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.
- 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:
  - If any representations or statements or particulars made in the Borrower's proposal / application are found to be incorrect or
  - The Borrower commits any breach of any term set out in this Agreement;
  - If any attachment, distress execution or any other such process is initiated against the Borrower;
  - If the Borrower ceases or threatens to cease or carry on its business or profession.
  - If the Borrower makes any compromise or settlement with any of his/her creditor for any payment of dues to such creditor.
  - If any action for insolvency is filed against the Borrower.
- 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.
- The Borrower hereby agrees and gives consent for the disclosures by the Lender of all or any such:
  - Information and data relation to it;
  - The information or data relating to any credit facility availed of / to be availed by it;
  - 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;
  - The Borrower declares that the information and data furnished by it to the Lender are true and correct.
- The Borrower undertakes that:
  - 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
  - The Credit Information Agencies and any other agency to authorise my 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;
- Indemnity and representation from borrower and lender
  - 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.
  - 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.
  - 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 however 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.
  - 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 decision to lend to the borrower and therefore to execute this agreement is the sole responsibility of the lender. Provided however, if for any reason the Borrower does not accept the Lender's proposal, then the proposal shall automatically be deemed to be withdrawn and the money will be re-credited into the Lender's Escrow Account. However, once the Lender has made the proposal he will not be able to withdraw it and only if the proposal is not accepted by the Borrower will it be deemed to be withdrawn and not otherwise.
- 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.
- 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.
- Any Notice or demand in relation to this Agreement hereunder shall be in writing duly signed by officers of Fairassets technologies India Pvt. Ltd. (i.e. Faircent.com) 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.
- Borrower hereby, confirms that any changes in Residence address, Email address/ phone number, Permanent Address, Employment Status or organization structural changes relating to his/her job profile, will intimate Faircent within 3 working days through an e-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.
- Notwithstanding anything to the contrary contained herein, that any dispute, controversy or claim arising out of or in relation to this agreement/contract, 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.
  - 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.
  - 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.
  - The judicial seat/venue/place of arbitration shall be Gurugram, Haryana, India.
  - The language of arbitration shall be English.
  - The law governing the arbitration proceedings shall be Arbitration and Conciliation Act, 1996 as amended till date.
  - The decision of the arbitrator shall be final and binding on the parties to this agreement.
- 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.
- If for any reason the Borrower does not accept the Lender's proposal, then the proposal shall automatically be deemed to be withdrawn and the money will be re-credited into the Lender's Escrow Account. However, once the Lender has made the proposal, he will not be able to withdraw it and only if the proposal is not accepted by the Borrower will it be deemed to be withdrawn and not otherwise.
- 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.
- 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.
- The lender and the borrower will maintain confidentiality of the personal information of either parties which is disclosed in this agreement and any unauthorised disclosure will make the discloser liable for damages.

**Schedule I: Amortization Schedule**

EMI Calculator		Amount
Loan Amount		10000
Loan Term (Months)		24
Payments Per Year		12
Rate of Interest		12%
Monthly Installment		421.21
EMI due date		1st

CALCULATION OF DETAILS OF EMI				
MONTHS	Monthly Installment	Interest	Principal	Balance
0				10000
1	509	167	342	9,658
2	509	161	348	9,310
3	509	155	354	8,956
4	509	149	360	8,596
5	509	143	366	8,231
6	509	137	372	7,859
7	509	131	378	7,481
8	509	125	384	7,096
9	509	118	391	6,706
10	509	112	397	6,309
11	509	105	404	5,905
12	509	98	411	5,494
13	509	92	417	5,077
14	509	85	424	4,653
15	509	78	431	4,221
16	509	70	439	3,783
17	509	63	446	3,337
18	509	56	453	2,883
19	509	48	461	2,422
20	509	40	469	1,954
21	509	33	476	1,477
22	509	25	484	993
23	509	17	492	501
24	509	8	501	0

**Schedule II:**

**Lender's Details**

Name:  
PAN:  
Father's / Husband's Name:  
Address:

**Nominee Details**

Name:  
PAN:  
DOB:  
Address: >

**Borrower's Details**

Name:  
PAN:  
Father's / Husband's Name:  
Address:

The Lender hereby represents and warrants that he has not lent more than Rs. 50,000/- in the aggregate to the Borrower on all peer to peer (P2P) platforms in India, including Faircent's P2P platform. The borrower hereby represents and warrants that he has not borrowed more than Rs. 10,00,000/- in aggregate from all peer to peer (P2P) platforms in India, including Faircent's P2P platform.