

LOAN AGREEMENT

This LOAN AGREEMENT (“**Agreement**”) has been made on the date as mentioned in **Annexure 1** hereto:

BY AND BETWEEN

A social investor described in Annexure 1 who agrees to lend a particular sum to the Borrower (*as defined below*) through the Platform (*as defined below*) (hereinafter referred to as “**Lender**”, which expression shall, unless it be repugnant to the context or meaning thereof, include his/her/its legal heirs, successors and permitted assigns) of the **FIRST PART**;

AND

The person/ entity described in Annexure 1, who/which avails the Loan Amount through the Platform, (hereinafter referred to as “**Borrower**”, which expression shall, unless it be repugnant to the context or meaning thereof, include his/her/its legal heirs, successors and permitted assigns) of the **SECOND PART**;

AND

Rang De P2P Financial Services Private Limited, is a non-banking financial company - P2P incorporated under the provisions of Companies Act, 2013, bearing Corporate Identification Number (CIN) U67190KA2017PTC108211 and having its registered office at WeWork, Salarpuria Symbiosis, Begur Hobli, Bannerghatta Road, Arekere, Bengaluru - 560076, Karnataka, India (herein after referred to as the “**Confirming Party**”, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns) of the **THIRD PART**;

The Lender, the Borrower and the Confirming Party shall hereinafter individually be referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS

1. The Confirming Party operates an online peer-to-peer lending platform (“**Platform**”) whereby persons who are interested in social lending and persons who wish to avail loans register their profiles on the Platform as lenders and borrowers respectively. The Confirming Party facilitates the lending and borrowing activity through its Platform and provides ancillary services for the lending transaction.
2. The Lender is a registered participant on the Platform and intends to provide Loan Amount (as indicated in **Annexure 2**) to the Borrower.
3. The Borrower is a registered participant on the Platform and wishes to avail the Loan Amount from the Lender.
4. Parties have agreed to enter into this Agreement whereby the Parties have agreed to reduce the terms and conditions between them defining the duties, responsibilities and liabilities of each Party in writing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SCOPE

1.1. The Borrower being in need of the Loan Amount for the reasons stated in Annexure 2 (“**Purpose**”) has registered on the Platform as a potential borrower. The Lender having also registered on the Platform as a potential lender and upon having reviewed the identity of the Borrower, the Purpose for which the Loan is

required and the credit scoring of the Borrower through the Platform, agrees at his/her/its sole discretion, to provide the Loan Amount to the Borrower on the terms and conditions contained herein.

1.2. The Borrower hereby accepts the terms and conditions of availing the Loan. The Borrower also undertakes and agrees to give her/his/its full consent and cooperation with respect to the lending transaction contemplated under this Agreement.

1.3. The Borrower is responsible for the accuracy of all personal information and any other information provided at the time of registering on the Platform. It is clarified that the Confirming Party would not be liable in any manner whatsoever for any information uploaded on the Platform by the Borrower/ Lender (as the case may be).

1.4. The Borrower and the Lender undertake to keep their communication address, contact number, banking details and such other details as may be required by the Confirming Party updated on the Platform at all times.

2. DISBURSEMENT OF LOAN

2.1. The Loan shall be disbursed to the Borrower as specified in Annexure 2 of this Agreement.

2.2. The disbursement of the Loan to the Borrower shall be undertaken through the escrow account created by the Confirming Party ("**Lender Escrow Account**"), operated by the trustee promoted by the Bank in accordance with the provisions of the Master Direction - Non-Banking Financial Companies – Peer to Peer Lending Platform (Reserve Bank) Directions, 2017 bearing number DNBR (PD) 090/ 03.10.124/2017-18 dated October 4, 2017 and amendments thereto as applicable ("**RBI Directions**"). The Borrower agrees and acknowledges that such disbursement is valid and legally binding on him/her/it.

2.3. The Borrower understands and agrees that the Loan cannot be cancelled upon disbursement of the Loan Amount to his/her/its bank account.

3. INTEREST AND OTHER CHARGES

3.1. The Borrower shall repay the Loan Amount along with applicable Interest as captured in Annexure 2 on the Payment Due Date(s) (*as defined in Annexure 2*) ("**Repayment Installment**").

3.2. The Borrower shall be liable to pay the Interest as set out in Annexure 2 with respect to the Loan availed from the Lender. The Interest shall be calculated from the date of disbursement of the Loan Amount to the Borrower till the date of repayment of all Outstanding Dues (*as defined below*).

3.3. In the event the Repayment Installment is not paid within the Payment Due Date, it shall be construed, as a default on part of the Borrower and he/she/it shall become liable to pay the penalty on defaulted Repayment Installment as indicated in Annexure 2 (collectively the "**Outstanding Amounts**").

3.4. The Borrower shall be permitted to foreclose the Loan or make any pre-payment of the Loan Amount prior to the Payment Due Date.

3.5. The Confirming Party shall give notice to the Borrower and the Lender of any change in the terms and conditions of the Loan including the disbursement schedule, interest rates, other charges, repayment terms etc. The Borrower and the Lender (as the case may be) shall keep himself/herself/itself abreast with all such notifications and confirms that he/she/it would be bound by such change, without any dispute

4. REPAYMENT OF LOAN

4.1. The Borrower shall repay the Loan Amount together with applicable Interest, taxes and other charges as indicated in Annexure 2, as may be applicable (collectively the **“Outstanding Amount”**), in the form of EMIs on the Payment Due Date as specified in Annexure 2 using debit card, net banking, cheque or any other electronic payment mode.

4.2. The Outstanding Amount shall be paid to the Lenders through the escrow account created by the Confirming Party(**“Borrower Escrow Account”**), operated by the trustee promoted by the Bank in accordance with the provisions of the RBI Directions.

4.3. The Borrower(s) may avail the auto debit facility for paying the Repayment Installment. On availing the auto debit facility, the bank account of such Borrowers will be debited, for the Repayment Installment on or within the Payment Due Date. In case the Payment Due Date is not a Business Day, the bank account shall be debited on the next business day. In the event if the bank account does not have sufficient funds on the Payment Due Date, the Borrower shall be liable to pay all the default charges applicable in addition to the Repayment Installment. Neither the Lender nor the Confirming Party shall be liable if any auto debit transaction is delayed or not effected at all, for any reason whatsoever.

4.4. The Repayment Installment shall be appropriated first against the Interest, then the principal Loan Amount and thereafter against the other charges. However, in the event of a default / delay in payment of the Repayment Installment beyond 90 (ninety) days from the Payment Due Date, any portion of the Outstanding Amounts recovered shall be apportioned first against the principal Loan Amount, then the Interest and thereafter the other charges.

4.5. In the event of death or insolvency of the Borrower the Outstanding Amount shall be recovered from his/her/its legal heir/s, successors, legal representative/s, executor/s, and administrator/s.

4.6. The Borrower understands and agrees that the obligations under the Agreement are valid and binding until the repayment of the entire Outstanding Amount in accordance with the terms and conditions of this Agreement.

5. TERM & TERMINATION

5.1. The Tenure of the Loan shall be as indicated as Annexure 2 and shall commence from the date of disbursal of the Loan Amount to the Borrower.

5.2. This Agreement shall remain in full force and effect and shall be binding on the Lender and the Borrower until all Outstanding Amounts are repaid by the Borrower to the Lender. It is clarified that even in the event the Confirming Party ceases to do business and/or ceases to operate the Platform, this Agreement shall continue in full force and effect

6. DEFAULT AND REMEDIES

6.1. The following acts, as set out below, shall constitute an ‘Event of Default’ by the Borrower:

1. The default in paying the Repayment Installment on or within the Payment Due Date; or
2. Breach of any of the terms and conditions of this Agreement including the representations, warranties, covenants; or
3. If any certification or document delivered by the Borrower shall have been proven to be incorrect in any material respect when made; or
4. Breach of any of the terms of use of the Platform; or
5. Occurrence of any fraud, misrepresentation or failure to submit any material information; or
6. Borrower becomes bankrupt or insolvent, voluntarily or involuntarily becomes the subject of proceedings under any bankruptcy or insolvency law; or

7. It is or becomes unlawful for the Borrower to perform any of its obligations under this Agreement; or
8. Death of the Borrower.

6.2. The Lender hereby authorizes the Confirming Party to facilitate the recovery of defaulted Outstanding Amounts by the Borrower & take actions as it may deem fit to recover the Outstanding Amounts on his/her /its behalf.

6.3. Upon the occurrence of an Event of Default as specified above, without prejudice to the other remedies available under law or in equity, the Lender through the Confirming Party shall be entitled to exercise the following rights and remedies and may give a notice to the Borrower in this regard:

1. terminate this Agreement and
2. call upon the Borrower to pay the Outstanding Amounts immediately without demand, protest.

6.4. The Confirming Party on behalf of the Lender reserves the right to engage one or more persons to collect dues from the Borrower. The Lender and/or the Confirming Party may furnish to such person(s) such information, facts and figures pertaining to Loan, contact details of such Borrower, as it may deem fit to facilitate recovery of Outstanding Amounts from the Borrower.

6.5. The Lender and the Borrower agree and understand that the Confirming Party has the right to report the Borrower to any credit bureau, RBI, or any other regulatory authority for any default on the Outstanding Amounts by the Borrower.

6.6. In the event a demand or claim for settlement of Outstanding Amount to the Borrower is made, either by the Lender or any person acting on behalf of the Lender, the Borrower agrees and acknowledges that such demand or claim shall not be regarded as an act of defamation or an act prejudicial to or reflecting upon the character of the Borrower in any manner.

7. REPRESENTATIONS AND WARRANTIES

7.1. The Borrower makes the following representations and warranties to the Lender and the Confirming Party:

1. The Borrower hereby certifies and warrants that he/she/it have not and shall not avail loans (in aggregate) in excess of Rs. 10,00,000/- (Rupees Ten Lakhs only) at any point of time, across peer-to-peer lending platforms (including the Platform);
2. The Borrower hereby certifies and warrants that he/she/it has not and shall not avail loans (in aggregate) in excess of Rs. 50,000/- (Rupees Fifty Thousand only) at any point of time, from the same Lender through any peer-to-peer lending platforms (including the Platform);
3. The Borrower hereby certifies that he/she is a major, of sound mind and capable of entering into this Agreement (whether directly or through his/her power of attorney holder);
4. The Borrower agrees and confirms that he/she/it has read, understood and accepted the terms and conditions contained in this Agreement and undertakes to abide by the terms hereof including repayment of all Outstanding Amounts;
5. Upon the execution this Agreement, it shall constitute to be a valid, enforceable and legally binding obligation of the Borrower and that by availing the Loan Amount, it creates a relationship of debtor and creditor between the Borrower and the Lender;
6. That all information/ documents furnished by or on behalf of the Borrower in connection with obtaining the Loan, whether prior to the date hereof or contemporaneously with the execution of this Agreement and all information furnished hereinafter, is and will be true, correct and complete and that such information shall not have any adverse effect on the repayment of the Loan Amount or any charge applied thereof;

7. That the Borrower shall promptly notify the Lender and/or Confirming Party on the occurrence of any event which may make any information provided to them untrue or incorrect including any change in personal information or banking details;
8. That all persons authorized to act on behalf of the Borrower are true and bona fide. The Borrower agrees that all obligations undertaken thereunder are legal, binding and enforceable;
9. The Borrower agrees that he/she/it has understood that the Loan is availed from the Lender and that he /she/it shall have no claims whatsoever against the Confirming Party for any reason whatsoever.

7.2. The Lender makes the following representations and warranties to the Borrower and the Confirming Party:

1. The Lender hereby certifies and warrants that he/she/it have not and shall not lend (in aggregate) in excess of Rs. 50,00,000/- (Rupees Fifty Lakhs only) at any point of time, across peer-to-peer lending platforms (including the Platform);
2. The Lender hereby certifies and warrants that he/she/it shall produce a certificate from a practicing Chartered Accountant certifying minimum net-worth of 50,00,000 if his/her/it's aggregate investments grow in excess of Rs. 10,00,000/- (Rupees Ten Lakhs only) at any point of time, across peer-to-peer lending platforms (including the Platform);
3. The Lender hereby certifies and warrants that he/she/it has not and shall not lend (in aggregate) in excess of Rs. 50,000/- (Rupees Fifty Thousand only) at any point of time, to the same Borrower through any peer-to-peer lending platforms (including the Platform);
4. The Lender hereby certifies that he/she is a major, of sound mind and capable of entering into this Agreement (whether directly or through his/her power of attorney holder);
5. The Lender agrees and confirms that he/she/it has read, understood and accepted the terms and conditions contained in this Agreement and undertakes to abide by the terms hereof. The Lender acknowledges that the Loan to the Borrower is an unsecured Loan and that neither the Platform nor RBI guarantees the repayment of the Loan Amount;
6. That all information/ documents furnished by or on behalf of the Lender in connection with providing the Loan, whether prior to the date hereof or contemporaneously with the execution of this Agreement and all information furnished hereinafter, is and will be true, correct and complete;
7. That the Lender shall promptly notify the Confirming Party on the occurrence of any event which may make any information provided to it untrue or incorrect including any change in personal information or banking details;
8. That all persons authorized to act on behalf of the Borrower are true and bona fide. The Lender agrees that all obligations undertaken thereunder are legal, binding and enforceable;
9. The Lender agrees that he/she/it has understood that the Loan is provided to the Borrower and that he /she/it shall have no claims whatsoever against the Confirming Party for any reason whatsoever.

8. COVENANTS

8.1. The Borrower hereby covenants that he/she/it shall:

1. ensure timely payment of all Outstanding Amounts within the Payment Due Date;
2. utilize the Loan Amount solely for the Purpose and not use it for another purpose.
3. utilize the Loan Amount for legal purposes and shall refrain from entering into any activity that shall be deemed illegal or partake in activities restricted by law and/or for any anti-social purpose.
4. promptly notify the Lender and/or Confirming Party, of any change in the Borrower's details such as mobile number, postal address or any other details provided.
5. execute any and all documents, as the Lender and/or the Confirming Party may require, from time to time with respect to the Loan.

8.2. The Lender hereby covenants that he/she/it:

1. shall ensure that the Loan Amount provided is raised legally and not through any illegal activity whatsoever and is not counterfeit;
2. shall promptly notify the Confirming Party, of any change in the Lender's details such as mobile number, postal address or any other details provided.
3. shall execute any and all documents, as the Confirming Party may require, from time to time with respect to the Loan and/or the services provided by the Confirming Party through its Platform.

9. INDEMNIFICATION

9.1. The Borrower and the Lender agree to indemnify and hold the other Parties (including the Confirming Party) and its affiliates harmless from and against all losses, damages, costs, claims, suits and expenses whatsoever they may at any time incur, sustain, suffer or is likely to suffer in connection with:

1. any misrepresentation or breach of representation, warranty, covenant or any other provisions of this Agreement; or
2. any unauthorized use of the Platform.

9.2. In no event shall any Party be liable to any other for any special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages of loss of goods or services, loss of business profits, business interruption, loss of information, or any other pecuniary loss).

9.3. It is understood and agreed between the Parties that in no event (save in the case of proven fraudulent actions) shall the Confirming Party be liable to either the Lender or the Borrower as the case may be, for any loss, expense or claim whatsoever arising out of:

1. the use of, or inability to use or access the Platform or for any virus, bug, unauthorized intervention, defect, technical malfunctioning, temporary disablement, permanent discontinuance of the Platform or for any consequences resulting from such actions, whether or not foreseeable;
2. acts done by on the instruction of any person impersonating himself/herself as a Borrower or Lender or as an unauthorized representative of the Borrower or the Lender;
3. the exercise by the Confirming Party of its right to terminate the functioning of the Platform; or
4. any injury to the credit character and reputation of the Borrower alleged to have been caused by the ceasing of the functioning of the Platform.

9.4. Notwithstanding anything to the contrary contained herein or under any other transaction documents, the provisions of this clause shall survive the termination of this Agreement.

10. RIGHT OF SET-OFF & LIEN

10.1. The Confirming Party shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits of any kind and nature by the Borrower into the Borrower Escrow Account and the Confirming Party is entitled without any notice to the Borrower or the Lender, to settle any indebtedness whatsoever owed by the Borrower or the Lender (as the case may be) to the Confirming Party (whether actual or contingent, or whether primary or collateral, or whether joint and/or several).

10.2. In addition to the above mentioned right or any other right which the Confirming Party may at any time be entitled whether by operation of law, contract or otherwise, the Confirming Party is authorized / will be entitled: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any other loan availed by the Borrower through the Platform; (b) to institute any judicial proceedings in case of non- payment of outstanding dues by the Borrower.

11. DISCLOSURES

11.1. The Borrower undertakes and acknowledges that the Confirming Party shall, be entitled to disclose all or any information related to the Borrower, Loan, and/or liabilities/obligations of the Borrower under the Agreement to any credit bureaus/credit reference agencies, to Reserve Bank of India (“**RBI**”) and/or to any other regulatory authorities.

11.2. The Borrower agrees and confirms that the Confirming Party may also disclose any of the aforesaid information to the Lender and/or its employees, representatives, service providers for the facilitation of the services to the Borrower through the Platform and for the purposes of this Agreement including but not limited to (a) for collection of documents/ information of the Borrower; (b) verification of information / documents of the Borrower; (c) procuring of credit scoring/ rating of the Borrower from Credit Information Companies (CIC) and sharing of such information with the potential Lenders and sharing of repayment information relating to the Loan with such CICs and other agencies authorized by the Reserve Bank of India.

12. DISCLAIMERS

12.1. Each of the Lender and the Borrower acknowledge and agree that neither the Reserve Bank of India (RBI) nor the Confirming Party shall be liable towards the repayment of the Loan Amount or any of the charges set forth in this Agreement.

12.2. Each of the Lender and the Borrower acknowledge and agree that neither Reserve Bank of India (RBI) nor the Confirming Party shall be liable towards any of the terms and conditions set forth in this Agreement except where specifically mentioned otherwise in this Agreement.

13. NOTICE

13.1. All notices, replies, requests, reports, or other communications under this Agreement shall be in writing (including by way of electronic mail), effective upon receipt, on the address notified by the Parties under this Agreement.

14. GOVERNING LAW & JURISDICTION

14.1. The Parties shall address their grievances through the grievance redressal mechanism set up by the Confirming Party through its platform. The grievances raised shall be resolved in accordance with such mechanism established.

14.2. This Agreement and the rights and obligations of the Parties hereunder shall be construed and governed by the laws of India and the courts of Bangalore, Karnataka shall have exclusive jurisdiction to try any matter arising out this Agreement.

15. MISCELLANEOUS

10.1. Entire Agreement: This Agreement (along with the Terms of Use of the Platform) contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings both oral and written between the Parties with respect to such subject matter.

10.2. Amendment: No amendment, modification or addition to this Agreement shall be effective or binding upon any Party unless set forth in writing and executed by them or their duly authorized representatives.

10.2. Waiver: It is clarified that no failure or delay of any Party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall be construed as a waiver or relinquishment of future compliance therewith.