

LOAN AGREEMENT

This Loan Agreement ("Agreement"), for the loan id mentioned above is executed at Mumbai on ____ Jun ____.

BY AND BETWEEN

The Lender Group _____, comprising one or more individuals and/or institutions, including body corporates, who have participated through the Platform. (as defined below) in extending a loan to the Borrower (as defined below) (each, a "Lender" and collectively, the "Lenders", which expression shall, unless the context otherwise requires, include their respective successors, legal representatives, heirs, and permitted assigns), and who have electronically consented to this Agreement, of the First Part.;

AND

1 Finance P2P Private Limited, a company incorporated under the Companies Act, 2013, bearing Corporate Identity Number U64990GJ2023PTC146103 (hereinafter referred to as the "1 FinanceP2P"/ the Platform (as defined below) which expression shall include its successors and permitted assigns), of the Second Part;

AND

The individual whose details are set out in Key Facts Statement (hereinafter referred to as the "Borrower", which expression shall, unless repugnant to the context, include his/her legal representatives, administrators, and permitted assigns), of the Third Part

The Lender(s), 1 Finance P2P and the Borrower are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS,

1. 1 Finance P2P is an RBI-regulated NBFC Peer-to-Peer lending company operating under Certificate of Registration No. B.01.00651;

2. The Lender and the Borrower who have onboarded themselves on the platform and have created their respective accounts on the platform of 1 Finance P2P (the "Platform") and intend to lend and borrow funds, respectively, through the Platform;

3. The Lender and the Borrower have been matched on the Platform operated by 1 Finance P2P for the purpose of granting and availing an unsecured loan;

4. The Borrower intends to avail a loan of an amount as specified in Key Facts Statement (the "Loan Amount") for the purpose set out therein, subject to the terms and conditions of this Agreement.;

5. Based on the Borrower's representations, warranties, and covenants, and subject to the terms of this Agreement, each of the individuals and/or institutions forming part of the Lender Group _____ agrees to lend its respective share of the Loan Amount to the Borrower, as reflected on the Platform, and the Borrower agrees to borrow the same;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND UNDERTAKINGS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions & Interpretation

- In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

-

- 1. "Outstanding Amount" means the aggregate of the outstanding Principal, accrued Interest, Default Interest, all penalties, fees, legal costs, and any other charges payable by the Borrower under this Agreement.

-

2. "Lender Group" means the group of Lenders identified as _____ on the Platform.

-

- 3. "Platform" means the 1 Finance P2P mobile application/website/ Web App

2. Reference to Key Facts Statement

Key Financial Terms sets out the principal financial and commercial terms of the Loan. The Borrower hereby acknowledges, confirms, and agrees that Key Financial Terms has been disclosed to, reviewed, and expressly accepted by the Borrower. Key Financial Terms shall form an integral and binding part of this Agreement. In the event of any inconsistency between this Agreement and Key Financial Terms, the Key Financial Terms shall prevail to the extent of such inconsistency.

3. Loan Terms

3.1. Loan Amount: The Lenders agree to lend to the Borrower a principal amount as specified in Key Facts Statement (the "Loan Amount").

3.2. Purpose: The Borrower shall utilize the Loan Amount strictly for the purpose specified in Key Facts Statement and for no other purpose whatsoever.

3.3. Interest Rate & APR: The Loan shall carry interest at the rate and on the basis (compounding / reducing balance / flat), and shall be subject to the applicable Annual Percentage Rate (APR), all as more particularly specified in Key Facts Statement.

3.4. Term: The tenure of the Loan, including the Loan Start Date and End Date, shall be as specified in Key Facts Statement which may vary depending upon the actual date of disbursement.

4. Disbursement

4.1. The Loan Amount shall be disbursed to the Borrower's designated bank account through the escrow mechanism maintained in accordance with applicable RBI NBFC-P2P Directions to the Borrower's bank account as per the details provided below. The date of credit to the Borrower's account shall be deemed the "Loan Start Date."

4.2. Borrower's Bank Account:

- Account Number: _____

- IFSC Code: _____

5. Repayment

5.1. The Borrower shall repay the Loan Amount along with interest and all applicable charges in the number of Equated Periodic Instalments (EPIs) as specified in Key Facts Statement, which shall form an integral part of this Agreement.

5.2. The due date for payment of each EPI shall be as specified in Key Facts Statement, commencing from the month mentioned therein however the dates can vary depending upon the actual disbursement of loan.

5.3. The Borrower shall provide an irrevocable mandate standing instruction via NACH/UPI Mandate to authorize the Platform to auto-debit the EPI on the Due Date. Post-dated cheques, if provided, are an additional security and not a substitute for this mandate.

5.4. Appropriation of Payments

Unless otherwise required by law or agreed in writing, the Platform (acting on behalf of the Lenders) shall have the discretion to appropriate any and all payments received from the Borrower towards the Outstanding Amount in such order of priority as the Platform deems fit, including but not limited to towards: (i) costs, charges, and expenses (including legal and recovery costs); (ii) default interest and penalties; (iii) accrued interest; and (iv) principal outstanding. The Platform may vary this order of application at any time at its

sole discretion.

5.5. Set-off and Adjustment

To the extent permitted under applicable law, the Borrower hereby authorizes the Platform (acting on behalf of the Lenders) to appropriate, set-off, or adjust any Outstanding Amount payable under this Agreement against any monies lawfully held by or payable to the Borrower by the Platform. Such adjustment shall constitute a valid discharge of the Borrower's repayment obligations to the extent of the amount so set-off.

5.6. Unconditional Obligation to Pay.

Any and all disputes between the Parties in relation to or arising out of this Agreement shall not in any manner affect, delay, or impair the Borrower's absolute obligation to ensure payment to and receipt by the Lenders (via the Platform) of all amounts due and payable under this Agreement on their respective due dates.

6. Fees and Charges

All fees, charges, levies, and other amounts payable in relation to the Loan are specified in Key Facts Statement.

7. Interest and Default Interest

If the Borrower fails to pay any EPI by the Due Date, they shall be liable to pay a default interest at a rate not exceeding 24% per annum, as specified in the Key Facts Statement and in compliance with applicable RBI guidelines on the overdue amount from the date of default until payment, without prejudice to the Lender's other rights.

8. Borrower Representations and Warranties

The Borrower hereby represents and warrants to the Lenders and 1 Finance P2P that, on the date of this Agreement and throughout the Term:

8.1. Accuracy of Information.

All information, documents, and declarations furnished to 1 Finance P2P or the Lenders are true, accurate, complete, and not misleading in any respect.

8.2. Valid KYC.

The Borrower's KYC documents are valid, current, and authentic, and the Borrower is legally competent to enter into this Agreement.

8.3. No Litigation.

The Borrower is not involved in any criminal, insolvency, or material civil proceedings that may adversely affect the Borrower's ability to repay the Loan.

8.4. No Outstanding Material Debt.

The Borrower has no existing borrowings or liabilities that may materially affect the Borrower's repayment capacity, except those disclosed to 1 Finance P2P.

8.5. Aggregate P2P Borrowing Limit

The Borrower hereby represents, warrants, and undertakes that the aggregate outstanding principal amount of all loans availed by the Borrower across all peer-to-peer lending platforms registered with the Reserve Bank of India, including the loan being availed through the Platform under this Agreement, does not and shall not at any time exceed Rs.10,00,000 (Rupees Ten Lakhs only), or such other limit as may be prescribed by the Reserve Bank of India from time to time. The Borrower further undertakes to promptly inform the Platform in the event the Borrower approaches or exceeds the prescribed limit.

9 Not a Wilful Defaulter / Not Blacklisted.

The Borrower is not classified as a wilful defaulter, is not on any watchlist, blacklist, sanctions list, or defaulter list published by RBI, credit bureaus, financial institutions, or enforcement agencies.

10 Solvency.

The Borrower is solvent, is not undergoing insolvency or bankruptcy proceedings, and has not taken steps to wind up or declare bankruptcy.

11. Authority and Capacity.

The Borrower has full legal right, authority, and capacity to enter into and perform obligations under this Agreement.

12. Bank Account Mandate.

The Borrower confirms that the bank account provided for mandate registration belongs to the Borrower and authorizes 1 Finance P2P to debit the same for repayment of EMIs, charges, and other dues and that the mandate is irrevocable

13. No Misuse of Loan.

The Borrower shall not utilize the Loan Amount for any purpose other than the purpose expressly stated in this Agreement or for any unlawful or prohibited activity.

14. Notification Obligation.

The Borrower shall promptly notify 1 Finance P2P of any change in contact details, employment status, financial condition, or any event that may impair the Borrower's ability to pay.

15. Borrower's Covenant

The Borrower covenants to ensure timely repayment of all dues and to promptly execute any documents reasonably required by the Lender or the Platform in connection with this Loan.

16. Conclusiveness of Statements

The Borrower agrees to accept the statement of account provided by 1 Finance P2P on behalf of the Lender as shall constitute prima facie evidence of dues, unless manifest error is established of the dues owed, in the absence of manifest error. Borrower is allowed to dispute statements within 30 days.

17. Borrower's Indemnification and Costs

The Borrower shall indemnify and hold the Lender and the Platform, its directors, employees, and agents harmless from and against any and all losses, damages, claims, liabilities, costs, and expenses arising directly from or attributable to the Borrower's breach, misrepresentation, fraud, wilful misconduct, or violation of applicable law. The Borrower shall reimburse the Lender for all costs, charges, and expenses incurred in connection with the preparation of this Agreement and the enforcement of the Lender's rights, including legal costs and stamp duty, on an actual basis.

18. Rights of The Lender

The rights, powers, and remedies given to the Lender under this Agreement are cumulative and in addition to all rights provided by any statute or rule of law. Any failure or delay by the Lender in exercising a right shall not operate as a waiver of that right.

19. Role of 1 Finance P2P

1 Finance P2P acts solely as a facilitator and intermediary for the purposes of enabling lending transactions between the Lenders and the Borrower on a principal-to-principal basis.

The Borrower and the Lenders hereby irrevocably authorize 1 Finance P2P, acting on behalf of the Lenders, for the limited purposes of:

- (a) facilitating collection, receipt, and onward transfer of repayments;
- (b) appointing collection agents, recovery agents, advocates, arbitrators, or other service providers;
- (c) initiating, conducting, settling, or enforcing legal, arbitration, or recovery proceedings; and
- (d) exercising such other rights as are necessary for enforcement of the Loan, strictly in accordance with applicable law and RBI NBFC-P2P Directions.

Any action, proceeding, or enforcement step initiated by the Platform pursuant to this authorization shall be deemed to have been initiated by the Lenders themselves, and the Platform shall be entitled to represent the Lenders for such purposes.

Nothing contained herein shall be construed as creating any lending obligation, guarantee, or repayment assurance by 1 Finance P2P.

The Platform acts only as a limited purpose administrative facilitator and collection coordinator and shall not be deemed to be acting as a lender, trustee, fiduciary, or credit risk bearer.

The Platform shall not be liable for independent acts or misconduct of third-party recovery agents acting beyond the scope of lawful instructions.

20. Borrower Protections & RBI Compliance

20.1. 1 Finance P2P shall maintain a dedicated escrow account in accordance with applicable RBI regulations and RBI NBFC-P2P Directions, as amended and applicable from time to time.

20.2. If the Borrower does not receive a response within the stipulated time or is dissatisfied with the response received, the Borrower may lodge a complaint with the Consumer Education and Protection Department (CEPD) of the Reserve Bank of India through the Complaint Management System (CMS) of the RBI or through such other means as may be specified by the Reserve Bank of India from time to time.

21 Indemnity in Favour of the Platform

The Borrower shall indemnify and hold harmless the Platform, its directors, officers, employees, and agents from and against any loss, claim, penalty, or expense arising out of:

- (a) breach of this Agreement;
- (b) misrepresentation, fraud, or misuse of the Loan by the Borrower; or
- (c) violation of applicable laws by the Borrower.

22. Data Privacy, Information Sharing and Collection Consent

22.1. Consent to Share Information.

The Borrower expressly authorizes 1 Finance P2P to collect, store, process, verify, and share the Borrower's personal information, KYC documents, credit information, financial details, repayment behaviour, and loan performance data with:

- a. the Lenders forming part of the Lender Group;
- b. authorized credit bureaus and credit information companies;
- c. payment service providers, mandate registration agencies, and escrow bank partners;
- d. collection agents engaged by 1 Finance P2P; and
- e. regulatory or statutory authorities as required by applicable law.

22.2. Credit Information Reporting

The Borrower consents to reporting of repayment behaviour, defaults, and loan closure status to Credit Information Companies in accordance with RBI directions, including classification as Special Mention Account (SMA) or Non-Performing Asset (NPA), where applicable.

22.3. Disclosure to Collection Agents.

The Borrower acknowledges and consents that, in the event of delayed payments or default, the Borrower's contact details, loan details, repayment schedule, outstanding amounts, and related information may be shared with third-party collection agencies appointed by 1Finance P2P in accordance with RBI's Fair Practices Code.

22.4. Communication Consent.

The Borrower authorizes 1 Finance P2P and its representatives (including Lenders and collection agents) to contact the Borrower through physical visits to the Borrower's residence or office, phone calls, SMS, WhatsApp messages, emails, and app notifications for the purposes of repayment reminders, mandate verification, recovery communication, and loan-related information.

22.5. No Unauthorised Disclosure.

Except as permitted under this Agreement or required by law, 1 Finance P2P shall not disclose the Borrower's personal information to any unrelated third party.

23. Data Accuracy and Legal Compliance

a. The Borrower acknowledges that certain information, credit data, KYC records, and verification inputs may be sourced by the Platform from third-party service providers, credit bureaus, financial institutions, and regulatory databases.

b. The Platform shall not be liable for the accuracy, completeness, or authenticity of data received from such third-party sources and relied upon in good faith.

c. All collection, storage, processing, and sharing of personal data shall be undertaken in compliance with applicable laws, including the Digital Personal Data Protection Act, 2023 and rules made thereunder.

d. The Platform shall not be responsible for any loss arising from inaccuracies in third-party data, identity theft, forged documents, or system-generated credit inputs beyond its reasonable control.

24. Term and Termination

24.1. Term of the Loan.

The Term shall commence on the date the Loan Amount is credited to the Borrower's designated bank account (the "Effective Date").

24.2. Duration of the Agreement.

This Agreement shall remain in full force and effect until the Borrower has fully repaid the Outstanding Amount as specified in the Key Facts Statement, along with all accrued interest, fees, charges, costs, and any other amounts payable to the Lender and/or the Platform under this Agreement.

The Agreement shall automatically terminate upon receipt of all such amounts in full. In the event of foreclosure, or settlement by the Borrower, this Agreement shall stand terminated upon payment of the entire outstanding principal, applicable interest, and all charges due to the Lender and the Platform.

No cancellation of this Agreement shall be permitted after expiry of cooling off period as stated in the Key Facts Statement, except in cases of fraud, misrepresentation, or regulatory non-compliance.

25. Survival. All covenants, representations, warranties, indemnities, and confidentiality obligations set forth in this Agreement, as well as any other provisions that by their nature are intended to survive termination, shall continue to bind the Parties after the termination of this Agreement. All authorizations, indemnities, representations, covenants, and enforcement-related provisions shall survive repayment or termination of this Agreement.

26. Independence from Platform. The validity, enforceability, and continuity of this Agreement are not contingent upon the existence, operation, or functionality of the 1 Finance P2Pplatform. The cessation of the platform's business operations shall not nullify this Agreement or the Borrower's repayment obligations.

27. Events of Default and Remedies

The occurrence of any one or more of the following events shall constitute an "Event of Default" by the Borrower:

27.1. Payment Default: Failure to pay any amount due under this Agreement within five (5) days of its due date.

27.2. Covenant Breach: Breach of any material term, condition, representation, or warranty of this Agreement, which is not cured within fifteen (15) days of receiving written notice.

27.3. Legal Proceedings: Initiation of any attachment, execution, or similar proceedings against the Borrower, which are not discharged or stayed within thirty (30) days.

27.4. Insolvency and Cessation: The Borrower becoming insolvent, making a general assignment for the benefit of creditors, the filing of any bankruptcy or insolvency petition by or against the Borrower, or the Borrower ceasing or threatening to cease their business.

27.5. Incorrect Information: Any representation or statement made in the loan application is found to be materially incorrect.

28. Consequences of Default

Upon the occurrence of an Event of Default:

- a. Acceleration of Debt: The Lender, through 1 Finance P2P, may declare the entire Outstanding Amount (principal, interest, and all other charges) immediately due and payable upon written demand.
- b. Termination of Agreement: The Lender, through 1 Finance P2P, may terminate this Agreement.
- c. Pursuit of Remedies: The Lender shall be entitled to pursue all legal and contractual remedies available to recover the Outstanding Amounts.

29. Recall Post-Disbursement

Notwithstanding anything contained herein, the Platform (acting on behalf of the Lenders) shall be entitled to recall or cancel the Loan and demand immediate repayment of the Outstanding Amount, even after disbursement, in cases of fraud, material misrepresentation, or regulatory non-compliance by the Borrower, based on documented evidence and subject to applicable law.

30. Outsourcing and Engagement of Third Parties

The Borrower expressly acknowledges and consents that the Platform may engage third-party service providers for KYC verification, mandate management, collections, recovery, legal enforcement, and credit reporting, in compliance with RBI outsourcing guidelines and the Platform's Fair Practices Code.

31. Governing Law, Jurisdiction and Dispute

This Agreement shall be governed by, and construed in accordance with, the laws of India. dispute, controversy, or claim arising out of or relating to this Agreement shall first be referred to and resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted by a sole arbitrator appointed mutually by the Parties. The seat and venue of arbitration shall be Mumbai, and the proceedings shall be conducted in English. Subject to the above, courts at Mumbai shall have exclusive jurisdiction only for the purposes of interim reliefs and enforcement of the arbitral award. The arbitral award shall be final and binding on the Parties

The Platform operates as a Non-Banking Financial Company - Peer to Peer Lending Platform registered with the Reserve Bank of India and functions strictly in accordance with

applicable regulatory directions. Nothing contained in this Agreement shall be construed as providing any credit guarantee, return assurance, or credit enhancement by the Platform.

32. Notices

All notices, communications, or demands under this Agreement shall be in writing and shall be deemed duly delivered if sent by email to the email addresses registered with 1 FinanceP2P, or by courier or registered post to the addresses provided in this Agreement or as updated in the Platform's records. Notices sent by email shall be deemed delivered on the date of transmission; notices sent by post or courier shall be deemed delivered on the date of actual receipt or three (3) business days after dispatch, whichever is earlier.

33. Entire Agreement

This Agreement, together with its annexures, schedules, Platform records, terms and conditions of Platform of 1 Finance P2P and the Key Facts Statement, constitutes the entire agreement between the Parties and supersedes all prior discussions, understandings, or agreements relating to the subject matter hereof.

34. Amendments

No amendment, modification, or supplement to this Agreement shall be valid unless made in writing and executed or electronically acknowledged by all Parties where applicable.

35. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain binding and in full force.

36. Waiver

No failure or delay by any Party or by 1 Finance P2P (acting on behalf of the Lenders) in exercising any right or remedy under this Agreement shall operate as a waiver thereof. A waiver shall be effective only if made in writing.

37. Assignment and Transfer

The Lenders shall be entitled, in accordance with applicable law and RBI regulations, to assign, transfer, or securitise their respective rights, title, and interest in the Loan, in whole or in part, without requiring further consent of the Borrower.

The Borrower hereby irrevocably agrees to recognize such assignee or transferee as the

lawful beneficiary of the Loan.

The Platform acts solely as a facilitation and administrative intermediary and shall not be responsible or liable for any acts, omissions, recovery practices, representations, or conduct of any assignee, transferee, or successor-in-interest of the Lenders. Any such assignee shall independently assume all rights and obligations associated with the Loan in accordance with applicable law.

38. Electronic Execution

The Parties agree that this Agreement may be executed electronically through the Platform, and such execution shall be treated as having the same legal effect as a manually signed agreement.

39. No Partnership or Agency

Nothing in this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the Parties.

40. Force Majeure

No Party shall be liable for any delay or failure to perform its obligations (other than repayment obligations of the Borrower) if such delay or failure arises from an event beyond its reasonable control, including natural calamities, acts of God, strikes, war, or government restrictions.

41. Technology and System Risk Disclaimer:

The Borrower acknowledges that the Platform operates through digital systems and banking network integrations. The Platform shall not be liable for any delay, interruption, non-processing of transactions, or temporary service disruption caused by system outages, cyber incidents, payment gateway failures, telecom/network issues, banking partner downtime, or other technological events beyond its reasonable control, provided that the Platform maintains reasonable security and operational safeguards in accordance with applicable regulatory requirements.

42 Engagement of Recovery Agents and Recovery Practices

42.1. Right to Appoint Recovery Agents.

In the event of delay or default in repayment of any amount due under this Agreement, the Platform (acting on behalf of the Lenders) shall be entitled to appoint, engage, or authorise one or more recovery agents, collection agencies, advocates, or other service providers for the purpose of recovery of the Outstanding Amount, strictly in accordance with applicable law and the directions issued by the Reserve Bank of India to NBFC-P2P platforms.

42.2. Regulatory Compliance.

Any recovery agent so appointed shall act in compliance with:

- a. the Fair Practices Code adopted by the Platform;
- b. applicable RBI guidelines on outsourcing of financial services and engagement of recovery agents; and
- c. all applicable laws governing debt recovery and borrower protection.

42.3. Code of Conduct.

The Platform shall ensure that recovery agents:

- a. do not resort to intimidation, harassment, coercion, humiliation, or unlawful practices;
- b. contact the Borrower only during reasonable hours, except with prior consent;
- c. properly identify themselves and disclose that they are acting on behalf of the Lenders through the Platform; and
- d. respect the Borrower's dignity, privacy, and rights.

42.4. Borrower Cooperation.

The Borrower agrees to cooperate with such authorised representatives for the purpose of repayment discussions, settlement negotiations, and lawful recovery proceedings.

42.5. No Waiver of Rights.

The appointment of recovery agents shall not prejudice or limit the Lenders' right to initiate arbitration or legal proceedings in accordance with this Agreement.

43. Grievance Redressal Mechanism

43.1. Grievance Officer.

The Platform has established a formal grievance redressal mechanism in accordance with applicable RBI NBFC-P2P Directions. The Borrower may lodge any complaint or grievance relating to the Loan, the Platform's services, recovery practices, or data handling with the designated Grievance Redressal Officer of the Platform through the contact details made available on the Platform's website and/or mobile application.

43.2. Timeline for Resolution.

The Platform shall acknowledge receipt of the complaint within a reasonable period and endeavour to resolve the grievance within thirty (30) days from the date of receipt, in accordance with its internal grievance policy and applicable regulatory guidelines.

43.3. Escalation to Reserve Bank of India

If the Borrower is not satisfied with the resolution provided by the Platform, or if the complaint is not resolved within thirty (30) days, the Borrower may escalate the matter to the Consumer Education and Protection Department (CEPD) of the Reserve Bank of India through the RBI's Complaint Management System (CMS) or such other mechanism as maybe prescribed by the Reserve Bank of India from time to time, subject to the applicable eligibility and procedural requirements.

43.4. Non-Retaliation.

Filing of a complaint by the Borrower shall not prejudice the Borrower's rights under this Agreement, provided that such complaint does not suspend the Borrower's repayment obligations unless otherwise directed by a competent authority.