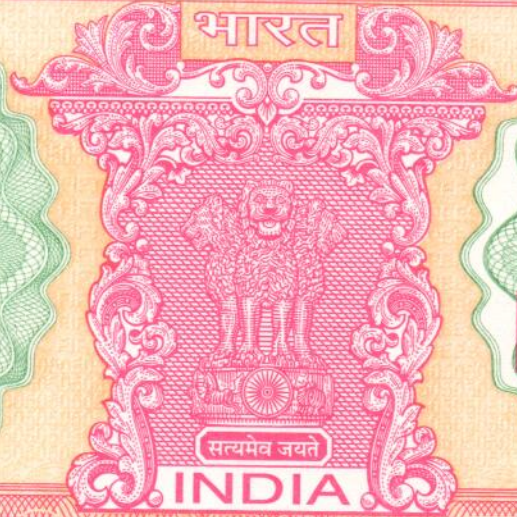


भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

गुजरात गुजरात GUJARAT

AF 557044

तारीख: १०/०५/२०१९

नाम: 15 MAY 2019

संख्या: १०४२९
शैलेशकुमार वासुदेवभाई त्रिवेदी
ला. नं. - रो.स. पो. - ६३/१६८६
अमदावाद-सीटी सोविल कोर्टना सहाई
लेनार नी सहीX: [Signature]

ONLINE PSB LOANS LIMITED
301, OPTIONZ BUILDING, 3RD FLOOR
OPP. HOTEL NEST, OFF. C.G. ROAD,
AHMEDABAD-380009, GUJARAT.

PART OF ATTACHED WITH 'SECOND AMENDMENT AGREEMENT' BETWEEN 'IDBI BANK' AND
ONLINE PSB LOANS LIMITED (FORMERLY KNOWN AS CAPITAWORLD PLATFORM PRIVATE
LIMITED) EXECUTED ON SEPTEMBER 16, 2019



भारतीय गैर न्यायिक

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गुजरात गुजरात GUJARAT

AF 557045

नं. १०४२८

तारीख: १५ मई २०१९

नाम: 15 MAY 2019

सदनाम: शैलेषकुमार वासुदेवभाई त्रिवेदी

ला. नं. - रोस. जी. - ६३/१८८६

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लेनार नी सहीX: [Signature]

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[Signature]

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गुजरात गुजरात GUJARAT

नं. १८४२८-३१

तारीख: १५ मई २०१९

नाम:

संख्या: 15 MAY 2019

शैलेशकुमार वासुदेवभाई त्रिवेदी

ला. नं. - रोज. जी. - ६३/१८८६

अमदावाद-सीटी सीवील कोर्टना सहाई

लेनार नी सहीX:

AF 557046

ONLINE PSB LOANS LIMITED
301, OPTIONZ BUILDING, 3RD FLOOR,
OPP. HOTEL NEST, OFF. C.G. ROAD,
AHMEDABAD-380009, GUJARAT.

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FIFTY
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गुजरात गुजरात GUJARAT

AF 557047

तारीख: 15 मई 2019

नाम:

संरचना:

15 MAY 2019

शैलेशकुमार वासुदेवभाई त्रिवेदी

ला. नं. - अ.स. जी. - 53/9666

अमदावाद-सीटी सीवील कोर्टना सहाई

लेनार नी सहीX:

ONLINE PSB LOANS LIMITED
301, OPTIONZ BUILDING, 3RD FLOOR,
OPP. HOTEL NEST, OFF. C.G. ROAD,
AHMEDABAD-380009, GUJARAT.

PART OF ATTACHED WITH 'SECOND AMENDMENT AGREEMENT' BETWEEN 'IDBI BANK' AND
ONLINE PSB LOANS LIMITED (FORMERLY KNOWN AS CAPITAWORLD PLATFORM PRIVATE
LIMITED) EXECUTED ON SEPTEMBER 16, 2019



भारतीय गैर न्यायिक

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Rs. 50

INDIA NON JUDICIAL

गुजरात गुजरात GUJARAT

AF 557048

नं. १०४३९
तारीख: १५ मई २०१९

नाम: 15 MAY 2019

संरचना: १५

शैलेषकुमार वासुदेवभाई त्रिवेदी

ला. नं. :- अ. नं. :- ६३/१६८६

अमदावाद-सीटी सोवियल कोर्टना संपादी

लेनार नी सहीX: [Signature]

ONLINE PSB LOANS LIMITED
301, OPTIONZ BUILDING, 3RD FLOOR,
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PART OF ATTACHED WITH 'SECOND AMENDMENT AGREEMENT' BETWEEN 'IDBI BANK' AND
ONLINE PSB LOANS LIMITED (FORMERLY KNOWN AS CAPITAWORLD PLATFORM PRIVATE
LIMITED) EXECUTED ON SEPTEMBER 16, 2019



भारतीय गैर न्यायिक

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भारत



सत्यमेव जयते

INDIA

FIFTY
RUPEES

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गुजरात गुजरात GUJARAT

AF 557049

तारीख: 15 MAY 2019

नाम:

सरनाम:

शैलेषकुमार वासुदेवभाई त्रिवेदी

ला. नं. - ओ.स. जी. - 53/9666

अमदावाद-सीटी सीवील कोर्टना सहाई

लेनार नी सहीX:

ONLINE PSB LOANS LIMITED

301, OPTIONZ BUILDING, 3RD FLOOR,

OPP. HOTEL NEST, OFF. C.G. ROAD,
AHMEDABAD-380009, GUJARAT.

PART OF ATTACHED WITH 'SECOND AMENDMENT AGREEMENT' BETWEEN 'IDBI BANK' AND
ONLINE PSB LOANS LIMITED (FORMERLY KNOWN AS CAPITAWORLD PLATFORM PRIVATE
LIMITED) EXECUTED ON SEPTEMBER 16, 2019



SECOND AMENDMENT AGREEMENT TO AGREEMENT DATED OCTOBER 1, 2018

BY AND BETWEEN

IDBI Bank Limited
As "Lender" or "Bank"

AND

ONLINE PSB LOANS LIMITED (formerly known as CAPITAWORLD PLATFORM PRIVATE
LIMITED)
As "Company"



SECOND AMENDMENT AGREEMENT TO AGREEMENT DATED OCTOBER 1, 2018

This **Second Amendment Agreement** to agreement dated October 1, 2018 made at Ahmedabad on September 16, 2019.

BY AND BETWEEN

1. IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and within the meaning of Section 2 (20) of the Companies Act, 2013 (18 of 2013) and a Banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005, in the State of Maharashtra (hereinafter referred to as the "Lender" or "Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) being party of the FIRST PART;

AND

2. ONLINE PSB LOANS LIMITED, (formerly known as CapitaWorld Platform Private Limited), a company incorporated under the provisions of the Companies Act, 2013 (as in force) and whose principal place of business is at 301, Optionz Building, Opp. Hotel Regenta, Near Girish Cold Drinks, Off C.G.Road, Navrangpura, Ahmedabad, Gujarat, India (hereinafter referred to as the "**Company**", which expression shall unless repugnant to the subject or context thereof, include its successors and assigns) being party of the SECOND PART; (each a "Party" and collectively, the "Parties")

WHEREAS:

A. The Company and the Lender had executed an Agreement on 01.10.2018, read with First Amendment Agreement to Agreement dated 01.10.2018 executed on 28.12.2018, for recording the terms of their business relationship pertaining to Lender's usage of services provided by the Company over its Contactless digital platform i.e., PSBloansin 59minutes.com for the purpose of grant of Loan Products ("**Agreement**");

B. Now, the Company intends to use the said digital platform for the purpose of making available housing loans, personal loans and other retail loan products of the Bank to the borrowers. The Parties, therefore intend to agree upon terms of usage of the said platform for Retail Products being launched; and

C. Therefore, the Parties have decided to enter into this Second Amendment Agreement to replace and amend certain clauses of the Agreement as follows:

NOW THIS SECOND AMENDMENT AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Interpretation

- 1.1. Except as modified by this Second Amendment Agreement, all other terms and conditions of the Agreement shall have full force and shall be enforceable between the Parties for the entire duration contemplated therein.
- 1.2. The terms and conditions contained in this Second Amendment Agreement shall be read and interpreted in conjunction with those of the Agreement.

2. Amendments to the Agreement:



- 2.1. Recital 2 shall be replaced in its entirety with the following:
"The Company has represented to the Lender that it has created a unique and digital interface for matching, scoring and eligibility models for Contactless MSME Loans Product, Contactless Retail Loan products including, but not limited to Contactless Personal Loan Product and Contactless Housing Loan Products which can be configured by the Bank to create its own scoring, matching and eligibility engine on the Contactless Platform."
- 2.2. Recital 4 shall be replaced in its entirety with the following:
"The Lender on its own and/or through Group entities, associates or subsidiaries is in financing/ investment activities and at present they receive proposals for MSMEs, as well as retail loans including but not limited to housing loans, personal loans directly and through other channels."
- 2.3. Recital 6(g) shall be inserted after Recital 6(f) as the following:
"g. Rolling out Contactless Retail Products such as contactless personal loan products, contactless housing loans, etc.;"
- 2.4. Following sub-clauses (f) shall be added after sub-clause (e) in Clause 1 (Relationship & Services):
"(f) Launching contactless retail loans wherein borrowers apply for loan with the Lender using the Platform:"
- 2.5. Clause 10 (Consideration) shall be replaced in its entirety with the following clause:
"The Lender shall ensure that every proposal that is presented by the Platform shall be duly earmarked in Lender's database as received from the Company. The said proposal shall not be entertained from any other source till the time proposal is being processed by the Lender. The Lender shall be liable to pay the Platform consideration to the Company for various services availed as listed in Annexure 1, 2 and Annexure 3. Further services may be added to the services mentioned in Annexure 1, 2 and 3 as may be mutually agreed between the Lender and the Company."
- All payments shall be made within a maximum period of 7 (seven) days from end of the month in which the consideration has fallen due by any mode, that is cheque or NEFT/ RTGS as agreed upon by the Parties, subject to submission of invoice to the Lender."*
- 2.6. Annexure 2 (Rate card for housing loans) to the Agreement shall be inserted as follows:

HOME LOAN – RATE CARD

Sr. No.	Particulars	Rate
1	One Time Sign Up	Nil
2	One Time Set Up Cost	Nil
3	Fees on In principle Approval	Rs. 200
4	Fees on Sanction	Rs. 300
5	Other Charges	Nil

Notes:

1. Minimum Fees per month – Waived Off
2. No fees will be charged by the Platform to Customers.
3. The above rates are nominal rates and have been kept as Fixed rates for proposals from Market Place or Bank URL.



4. Taxes Extra, as applicable.
5. Any travel and related costs for onboarding, training etc. shall be directly paid by the Bank or reimbursed to the company.
6. The Platform shall have Customer Consented Bureau Report generated in Market Place proposals.
7. Hard Ping for Bureau Report shall be part of Banks process & cost. The Platform may integrate the same at specific request of the Bank in Market Place or Bank URL Journey.
8. There are no other costs for the Bank. If any new feature / services are launched by the Platform, additional costs shall be mutually agreed upon.

2.7. Annexure 3 (Rate card for personal loans) to the Agreement shall be inserted as follows:

PERSONAL LOAN – RATE CARD

Sr. No.	Particulars	Rate
1	One Time Sign Up	Nil
2	One Time Set Up Cost	Nil
3	Fees on In principle Approval	Rs. 100
4	Fees on Sanction	Rs. 100
5	Other Charges	Nil

Notes:

1. Minimum Fees per month – Waived Off
2. No fees will be charged by the Platform to Customers.
3. The above rates are nominal rates and have been kept as Fixed rates for proposals from Market Place or Bank URL.
4. Taxes Extra, as applicable.
5. Any travel and related costs for onboarding, training etc. shall be directly paid by the Bank or reimbursed to the company.
6. The Platform shall have Customer Consented Bureau Report generated in Market Place proposals.
7. Hard Ping for Bureau Report shall be part of Banks process & cost. The Platform may integrate the same at specific request of the Bank in Market Place or Bank URL Journey.
8. There are no other costs for the Bank. If any new feature / services are launched by the Platform, additional costs shall be mutually agreed upon.



SIGNED AND DELIVERED FOR AND ON BEHALF OF)
IDBI BANK AS THE LENDER THROUGH ITS)
AUTHORISED REPRESENTATIVE)

Title:

Title: COO



Page 11 of 11