

## **FACILITY AGREEMENT**

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This Agreement ("Facility Agreement") is made, entered, executed and effected into on this <date> at <Location>

### **BETWEEN**

Monymela P2P Fintech Private Ltd, a Company incorporated under the Companies Act, 2013 and having its Corporate Office at A/24, BDA HIG Duplex, Anant Vihar Phase 2, Pokhariput, Bhubaneswar, Odisha 751020, in the State of Odisha (hereinafter referred to as "MFPL" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns)

### **AND**

Lenders whose details are provided in **Annexure I** (hereinafter referred to as the "lenders" which expression shall, unless repugnant to the subject or context thereof, include its successors and assigns)

### **AND**

Borrower whose details are provided in **Annexure II** (Hereinafter referred to as the "Borrower" which expression shall, unless repugnant to the subject or context thereof, include its successors and assigns)

Lenders & Borrower are hereinafter collectively referred to as "parties" and individually as a "Party".

Whereas:

- A. MFPL operates an online Peer to Peer lending platform, connecting borrowers and lenders. Through the website, borrowers can raise secured & Unsecured personal and business loans, facilitated by MFPL.
- B. Upon reviewing the borrower's request, the lenders on the MFPL platform have agreed to provide the loan as detailed in **Annexure III** to the borrower based on the terms and conditions set forth in these presents.
- C. In consideration of the Loan to be lent to the Borrower by the lenders, the Borrower hereby agrees to abide by the following terms and conditions as contained herein.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

#### **ARTICLE: 1**

##### **DEFINITIONS**

1.1. The following definitions apply throughout this Agreement unless otherwise stated:

- a) "Act" shall mean the (Indian) Companies Act, 2013 or the (Indian) Companies Act, 1956.
- b) "Applicable Law" means any statute, law, regulation, ordinance, rule, judgement, order, decree, ruling, bye-law, approval of any Competent Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Competent Authority having jurisdiction over the matter in question, whether in effect as of the date of Agreement or at any time thereafter.
- c) "Application Form" means, as the context may permit or require, the application letter submitted by the Borrower for availing of the Loan, together with all other information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Loan as required by MFPL or the lender.

- d) "Availability Period" means the period/date as mentioned in the Schedule hereto, during/within which the Borrower may be allowed to make the first drawdown from the Loan, which may be extended or varied by MFPL from time to time
- e) "Parties" – The term shall mean and include the Lender(s), the Borrower(s) registered with MFPL through the Peer-to-Peer online platform.
- f) "Business Day" means a day (other than Public Holiday) on which the P2P NBFC is open for business in the location from where the Facility is sanctioned
- g) "Credit Bureau" shall mean any credit bureau as authorized and licensed by the Reserve Bank of India (Including CIBIL, Crif-Highmark and Equifax)
- h) "Due Date" means such date(s) on which any amount including principal, interest and/or charges in respect of the Loan is due and/or payable by the Borrower to the lender through MFPL in terms of the Transaction Documents and/or performance of any other obligation(s) is required to be complied with by the Borrower under the Transaction Documents.
- i) "Effective Date" means the date on which the first Disbursement is availed by the Borrower out of the total amount of the Loan approved.
- j) "Electronic Clearing System", or "ECS" or "NACH", shall be deemed to include transfer of funds electronically either through a message for transfer of funds sent electronically or through an image of an instrument of transfer of funds sent electronically or through an electronic file containing the details of the funds transfer sent by electronic media or payment through an electronic cheque or where funds are transferred through various types of plastic cards or such other debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Borrower for facilitating payment of EMIs.
- k) "EMI" means the amount of monthly payments required to be paid to the P2P NBFC in order to repay the Loan over the tenure of the Loan and includes both the principal amount of the Loan and interest thereon. If the Loan is payable in EMI, such EMI shall be calculated on the basis of monthly rests.
- l) "Event(s) of Default" shall refer to any event, or circumstance, act, omission or condition, which is or which amounts to non-compliance of any of the obligations by the Borrower or any other Obligor under any Transaction Document which would if applicable, with the expiry of any grace period, the giving of notice, the passage of time, the making of any determination under the Transaction Documents or the satisfaction of any applicable condition.
- m) "Interest" shall mean interest that is chargeable on the Loan and the other Outstanding at the Interest Rate.
- n) "Loan" means the amount of the financial assistance as provided for the purpose by the lender to the borrower through MFPL P2P platform as mentioned in the Sanction Letter and any other Outstanding thereunder.
- o) "Loan Account" means the account maintained by the MFPL which records the balance amount owed by the Borrower to the lender in reference to the Loan.
- p) "Outstanding" shall mean all amounts payable to the lender (or any of its nominees or attorneys or assignees) by the Borrower
- q) "Sanction Letter" means the letter issued by the P2P NBFC by sanctioning the Loan along with the relevant particulars, terms and conditions mentioned in the same.
- r) The term "KYC documents" refers to all the documents and information provided by the borrower to the lenders and MFPL, as required by the lenders. These documents serve the purpose of customer identification, whether mandated by law or otherwise, and include the information submitted on the website.
- s) "Website" or "Official Website of the P2P- NBFC" means the website of the P2P- NBFC, presently being [www.moneymelap2p.co.in](http://www.moneymelap2p.co.in)
- t) "LSP" refers to Loan Service provider. MFPL may facilitate loan disbursement of the Lender(s) through any designated Service Provider.
- u) "KFS" refers to Key Fact Statement. It includes necessary information of P2P lending and specified in the official website of MFPL.

**ARTICLE: 2****GENERAL TERMS & CONDITIONS**

These terms and conditions shall be applicable uniformly to all the Participants i.e., The Borrower and Lenders registered with MFPL.

- 2.1. The Lender(s) collectively agrees to lend to the Borrower through the MFPL Platform, a loan for the amount and tenure, with an interest rate, as specified in Annexure III to this Master Facility Agreement.
- 2.2. The Borrower accepts the Loan and agrees to repay the amount in the manner as stated in Annexure III and in accordance with the terms and conditions of this Master Facility Agreement.
- 2.3. With respect to any matter or any dispute arising under this Master Facility Agreement, the Lender(s) does hereby authorize MFPL to represent on behalf of him/her in the court of law or such quasi-judicial authority at the Lender(s) expense, through MFPL legal counsel. The Lender(s) hereby agrees to submit their disputes to the exclusive jurisdiction of the courts in Bhubaneswar, Odisha.
- 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 official website of MFPL.
  - b. MFPL 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 any wrong information/ misappropriate documents or any verification/ due diligence checks of the Borrower being found to be negative, which shall all be termed as a Material Adverse Effect.
  - c. MFPL may also have arrangement with LSPs whereby the Loan may also be disbursed by the Lender(s) through the MFPL Platform on the basis of information exchange between the LSP and MFPL.
  - d. Any and all disbursement for Borrower shall be done directly to the registered bank account of the Borrower or to the nominated bank account, in case for loan disbursement for any specific end use only, if the Borrower has specifically provided his consent to the Lender through MFPL platform while applying for the loan. Provided if the loan is disbursed directly to the nominated bank account of the Borrower, repayment against such Loan shall be received directly from the registered bank account of the borrower through registered mandate to the Escrow bank account of MFPL created for receiving Loan repayments.
  - e. The Participants hereby irrevocably authorize MFPL to be the sole authority to decide and carry out any and all collection and legal initiatives/ proceedings against the Borrower for recovery of Borrower Dues hereinafter, at its own discretion and in accordance with the recovery mechanism mentioned in the KFS. MFPL 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 MFPL from the Borrower Dues to be 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 MFPL as per industry practices, any loan account remain in default for more than 360 days past due, then MFPL shall be authorized to exclude such account(s) from portfolio reporting across platforms to any/all stakeholders. But MFPL shall continue to explore collection and/or legal processes for recovery in such accounts even after the said exclusion from reporting and recovery of any amounts from such loan accounts thereafter shall be duly accounted for by MFPL.
  - g. The Participants unconditionally agree to abide by the terms and conditions, privacy policy and other binding material contained on the website of MFPL.

- h. The information and financial details submitted by the Participants on the website of MFPL during registration is true and correct.
- i. The Participants understand that the Confirming Party only facilitate as an intermediary between Lender(s) and Borrower and is not engaged in or responsible for either lending or ensuring the Borrowers to repay the borrowed amounts on time or at all.
- j. MFPL 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 MFPL to either register him/her or permits to lend him/her through the website of MFPL.
- l. The Participants confirm that all types of communication and monetary transactions transfers between them (borrowers and the lenders) are done online via MFPL Platform through designated Escrow account maintained at Trust bank.
- m. The 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 MFPL as and when the limits mentioned above have been reached. The lender is investing more than Rs.10,00,000 (Rupees Ten Lakhs only) across all the P2P platforms needs to produce a certificate from a practicing Chartered Accountant certifying that the invested amount is consistent with their net worth till investments up to Rs. 50,00,000/- (Rupees fifty Lakhs Only)
- 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 MFPL 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 Annexure III of this FACILITY AGREEMENT.
- b. Interest along with the principal, collection fees and additional charges if any will be payable by the Borrower 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 MFPL Platform to the Borrower. 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 MFPL Platform 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 after the 15th day of any month, the first EMI will be scheduled for payment by the Borrower in the month after the immediately following month of payout of the loan.
- d. Any default by the Borrower 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 FACILITY AGREEMENT and under applicable law.
- e. Each Borrower as a party to the FACILITY AGREEMENT confirms and agrees to pay interest at the agreed rate on the loan amount as per the KFS & Annexure III.
- f. Every Borrower also agrees to pay additional charges on all delayed EMI payments, at such rate as per the as per KFS and Annexure III to this FACILITY AGREEMENT.

g. Provided also that the obligation to pay additional charges shall not entitle the Borrower to set up a defense that no event of default as mentioned hereunder has occurred.

h. Each and every Borrower availing a loan on the website of MFPL may, in their own discretion and upon payment of due principal, interest and bank charges to the Lenders and fees payable to MFPL 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 MFPL if any. Post ascertaining all particulars by MFPL and the payment of dues by the Borrowers this LOAN AGREEMENT will stand duly terminated.

i. Borrower(s) shall provide self-attested documents pertaining to all identification, financial and residential proof as mandated by MFPL.

j. Every Borrower also without any prejudice unconditionally agrees to the EMI (Equated Monthly Instalment) date to be prefixed by MFPL as per the Annexure III of this FACILITY AGREEMENT, which will remain unchanged throughout the tenure of the loan availed unless otherwise stated by reasons presented in writing to the satisfaction of MFPL by the Borrower.

k. The Borrower is also liable to pay the Lenders the interest and to pay MFPL collection fees as stated in the repayment schedule of this FACILITY AGREEMENT

l. MFPL 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 MFPL 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 hereby authorizes the LSP for collecting his/her financial data commensurate with the LSP's Privacy Policy provided to the Borrower by MFPL, in connection with this FACILITY AGREEMENT and disclose the same to MFPL 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 MFPL Platform to the Borrower bank account or to the nominated bank account of the Borrower only if the Borrower has specifically provided his consent to the Lender and MFPL, in case of disbursals 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. MFPL 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 MFPL 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 MFPL does not have any transaction rights for this account or earn interest on the balance held in this account. MFPL is not responsible for any delay in receiving payments from the Borrowers or for any delay in distributing these repayments to the lenders.

c. MFPL would make single consolidated repayments to the Lenders Escrow Account due 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 MFPL 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 MFPL 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.
- f. The Borrower authorize MFPL to use the Collections Account to receive the amount against the loan repayments from Borrower's bank account for repayment to the Lender.
- g. The Borrower agrees to provide 1 NACH instruction mandate favouring MFPL Collections Account before disbursal of Loan and cheques in case the NACH instructions are not processed by the bank for whatever reasons.
- h. MFPL will charge a processing fee to the Lenders as per its schedule of charges as published in the KFS and schedule of charges as specified in the official Website of MFPL.
- i. The Borrower shall not close their bank account without prior intimation to MFPL and in case such an account is closed, the Borrower shall substitute all NACH instructions with immediate effect towards collection of balance EMIs.
- j. The Borrower undertakes not to cancel or terminate their NACH or E mandates favoring MFPL nor close their bank account, till any dues are pending to be paid as per the FACILITY AGREEMENT. The Borrower who are in non-compliance of this clause shall be liable to be prosecuted under the relevant
- k. Indian penal laws.  
The Lender(s) shall not close their bank account without prior intimation to MFPL and in case such an account is closed, the Lender shall update MFPL immediately in writing.
- l. The Participants (Borrowers and Lenders) will only use bank accounts from any scheduled commercial banks regulated by RBI for making or receiving payments related to this FACILITY AGREEMENT.

- 2.7. The Loan amount as per the Annexure III to this FACILITY AGREEMENT, shall be collectively contributed by the Lenders in the Lender Escrow Account which shall be then disbursed as a loan directly to the Borrower's account or to the bank account of its designated nominee, only if the Borrower has specifically provided his consent to the Lender and MFPL, within 7 days of execution of this FACILITY AGREEMENT, from the Lender Escrow Account. Further the Loan amount may be disbursed by the Lenders through the MFPL Platform in one or multiple tranches as per the requirement of the borrower.
- 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 Annexure III of the FACILITY AGREEMENT.  
This FACILITY AGREEMENT will automatically terminate and get cancelled and shall have no legal effect if the Borrowers fail to submit the repayment cheques and NACH/ E-mandate instructions to MFPL, in accordance with this FACILITY AGREEMENT.
- 2.9. The Borrowers shall utilise the said Loan only for the purpose as stated in the Annexure III of this FACILITY AGREEMENT and the loan shall not be utilised for any other purpose.
- 2.10. Events of Default: Upon the occurrence of any of the following events, the Lenders have the option, without the need for any demand or notice to the Borrowers, to declare all outstanding dues and obligations of the Borrowers immediately due and payable, regardless of any agreed maturity. In addition, the Lenders are entitled to enforce their security, including presenting cheque through MFPL, as follows:
  - a. If the Borrower fail to make repayments of the Borrower's Dues (or any part thereof) and/or any amount payable pursuant to the Loan Document by the Due Date(s).
  - b. If the Borrower cancels or terminates any payment mandate or security created in favor of the Lenders without fulfilling their repayment obligations.
  - c. If any event or circumstance occurs which the Lenders believe is likely to have a Material Adverse Effect or if any event or circumstance occurs that, in the opinion of the Lenders, would or is likely

to prejudicially or adversely affect the Borrower's ability or capacity to perform or comply with their obligations under the Loan Documents, including the repayment of the Borrower's Dues.

d. If any representations, statements or particulars made by the Borrowers in the proposal/application are found to be incorrect.

e. If the Borrower commit any breach of any term set out in the Loan Agreement.

f. If any attachment, distress execution, or similar legal process is initiated against the Borrower.

g. If the Borrower cease or threaten to cease their business or profession, or if the Borrower cease to be in lawful employment, or if, in the opinion of the Lenders, the Borrower's income/revenues/remuneration has become or is likely to become inadequate, or if any Borrower dies, becomes mentally unsound, or is imprisoned.

h. If any action for insolvency is filed against the Borrower.

~~2.12~~rights, powers and remedies given to the Lenders by this FACILITY 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 MFPL, 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 MFPL 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.

The Borrowers hereby agree and give consent for the disclosures by MFPL 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 MFPL 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 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 MFPL 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. MFPL 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 MFPL 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 MFPL.

**2.15. Indemnity and representation from Borrower and Lender(s)**

a. The Borrower agrees to indemnify and hold the Lender(s) harmless from any and all loss, damage, or other consequences that may arise or result from providing the Loan to the Borrower. The Borrower further agrees to reimburse the Lender(s) for any such sums upon demand. Additionally, upon request, the Borrower shall appear and defend, at their own cost and expenses, any action brought against them by the Lender(s) or MFPL in connection with the Loan.

b. Both the Borrower and the Lender(s) acknowledge that MFPL acts solely as a facilitator in facilitating the transaction between them. It is understood that MFPL is not obligated to perform any obligations on behalf of the Borrower or the Lender(s). In the event that MFPL suffers any loss or damage due to any act of commission or omission, directly or indirectly, by either the Lender(s) or the Borrower, or both, they shall be jointly and severally responsible for indemnifying MFPL. This indemnification covers any and all losses, damages, or other consequences that may arise or result from a breach of the terms and conditions stated in the Facility Agreement by the Lender(s) and/or the Borrower.

c. The participants acknowledge and accept that MFPL, being a platform that connects Lenders and Borrowers, is not responsible or liable for the conduct of the Borrower in any manner. Therefore, the Lenders agree that under no circumstances will they hold MFPL responsible or liable if the Borrower defaults on any of their obligations towards the Lenders, regardless of the nature or location of such obligations. Furthermore, the Lenders recognize that MFPL has not made any representation regarding the creditworthiness of the Borrower. The decision to lend or have lent money to the Borrower is solely based on the Lenders' own judgment of the Borrower and their reliance on the representations made by the Borrower to the Lenders

d. In case the Lenders choose to lend to Borrowers through auto-lending through the website of MFPL, 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 MFPL for 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 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 through the MFPL 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 FACILITY AGREEMENT hereunder shall be in writing duly issued by officers of MFPL 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. The borrower 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 MFPL within 3 working days by addressing an e-mail notifying the changes to support@moneymelap2p.com. Failing to abide by these conditions shall be considered a breach of this FACILITY AGREEMENT and entail the Borrower 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 FACILITY 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 FACILITY 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 at Bhubaneswar, Odisha

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 FACILITY AGREEMENT.

2.21. The Lender(s) are advised to astutely assess all apparent risks and expected benefits before investing. MFPL is a marketplace that carefully assesses and lists Borrower profiles for all types of investor(s) with varying risk appetites. MFPL 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).

2.22. The borrower confirm that all the rights vested in the Lender(s) will be granted to the nominee as per the FACILITY AGREEMENT in the physical absence of the Lender(s) to claim the principal and the accrued interest outstanding as the case maybe

2.23. The Participants will maintain strict confidentiality of the personal information of the other party, which is disclosed in this FACILITY 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.

2.24. The Borrower acknowledges that he has read and understood the terms and conditions of the loan as detailed in this FACILITY AGREEMENT, Sanction Letter, Privacy Policy as specified in the official website of Moneymela and accepted by the Borrower upon execution of this FACILITY AGREEMENT and disbursement of Loan. The Borrower agrees that the terms and conditions of this FACILITY AGREEMENT will prevail over any other documents signed by the Borrower.

DEMAND PROMISSORY NOTE (Fixed Rate)

<Rs. Xxx: Loan Amount> Place: <Location>

Date: <Date of Execution>

ON DEMAND I (Name of Borrower) residing at <Address> unconditionally promise to pay  
(Lender 1), (Lender 2) at Bhubaneswar or at any such place the lender may designate the sum  
of <Loan Amount in Fig> <Loan Amount in words> with interest thereon at the Rate of <xx%>  
Per Annum for value received.

Signed and delivered by

\*(Name of the Borrower)

**Annexure-I**

**(Details of Lender)**

Name (Lender 1)	
Lender ID	

Name (Lender 2)	
Lender ID	

Name (Lender 3)	
Lender ID	

Name (Lender 4)

Lender ID	

Name (Lender 5)

Lender ID	

Name (Lender 6)

Lender ID	

**Annexure-II**

**(Details of Borrower)**

Name:	
Father's / Spouse Name:	
Address:	
Purpose of the loan:	
PAN:	

**Annexure-III**

**(Details of Loan)**

Loan amount Sanctioned	<Loan amount>
Loan Type	<Loan type>
Scheme Type	<Scheme Type>
Purpose of Loan	<Purpose>
Rate of interest	<xx% p.a>
Interest type	Fixed
Tenor of the facility	<Tenor>
Moratorium	<Moratorium period>
EMI amount	<EMI amount monthly>
Repayment start date	<Start date>
Repayment end date	<End date>
Mode of Repayment	NACH / ECS Mandate from the repayment account to be obtained from the borrower for recovery of EMI.

**Annexure-IV**  
**(Repayment Schedule)**

MONTHS	Monthly Installment	Interest Amount Payable to lenders	Principal	Balance
0				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				

In Whereof the parties have executed this loan agreement as of the day and year first above written

For Borrower

Signature:

Name:

For Lender 1

Signature:

Name:

For Lender 2

Signature:

Name:

For Lender 3

Signature:

Name:

For Lender 4

Signature:

Name:

For Lender 5

Signature:

Name:

For, Moneymela P2P Fintech Private Limited

Signature:

Name of the Authorized Signatory: