

LOAN AND JOINT LIABILITY GUARANTEE AGREEMENT

This Loan & Joint Liability Guarantee Agreement is executed at the branch & date as mentioned in the schedule A hereto,

BY

The Members of a Group who have come together as a Joint Liability Group as listed in Schedule A of this agreement (hereinafter referred to as the 'Borrowers / Group/ Group Members' which expression shall mean and include their respective successors, legal heirs and permitted assignees).

IN FAVOUR OF

AU Small Finance Bank Limited, a banking license under the provisions of the Banking Regulation Act, 1949 and having its registered office at 19-A Dhuleshwar Garden, Jaipur, Rajasthan, India, 302001 – and one of the branch offices as mentioned in Schedule - A (hereinafter referred to as the 'Bank' which in expression shall mean and include its successors and permitted assignees). Whereas the Group Members have approached the Bank to avail a loan for the purpose stated in their loan application. The Bank has approved and sanctioned the loans to each individual based on the information provided by the individual Group Member and Consenting witness. Whereas further the Group Members have organised themselves into a Joint Liability Group for the purpose of Self -development, loans, mutual guarantee, joint & several liability and each of the Group Member has guaranteed the repayment loans of one another. Each of the Group Member has individually signed Demand Promissory Note & other documentation in favour of the Bank for the loan that they have availed. Whereas the Bank has assessed the Group's guarantee information & structure as being fundamental in addition to the information provided by the Group Member & Consenting witness, for the sanction of the individual loan to all Group Members. Both the Bank and the Group Members as parties to this agreement have hereby agreed to the following terms and conditions pertaining to the loans and joint liability guarantee.

1.TERMS & DEFINITIONS

1.1 The word "Centre" in this agreement means a place where the members of the group would meet at a day & particular time (being their repayment day & time), to pay the instalments of the loan or for any other purpose. This location, day and time is determined jointly by the Bank with the Group Members, after factoring convenience of the Group Members and Bank's own operational feasibility.

1.2 The word "Group" in this agreement means collectively all the Group Members under this agreement including each of their respective successors, legal heirs and permitted assignees.

1.3 The "Group Members" under this agreement are members of the Joint liability group and the undersigned members whose names have been mentioned in the Schedule A of this agreement.

1.4 The word "Agreement" shall refer to this Loan and Joint Liability Guarantee Agreement including all the schedules and annexures (Schedule I, Schedule- A, Schedule- B, Annexure – I, Annexure – II, Annexure- A, Annexure- B) attached/pertains to this as loan documents.

1.5 The word "Applicable Interest" shall mean the rate of interest as specified in Schedule A hereto.

2.JOINT LIABILITY

2.1 The Group Members have hereby agreed that they all are jointly and severally liable to pay the loan amount along with the interest applicable.

2.2 The Group Members hereby agreed and accepted that in case of any Group Member unable to pay the instalment amount, outstanding amount and the interest payable of the loan, mentioned against his/her names when it is due for whatever reason, then the other Group Members undertake to make the payment of such amount jointly and individually.

2.3 The Group Members under this agreement hereby agree and understand that the Bank has got the right to demand for repayment of the entire loan outstanding and recall the loan due including applicable rate of interest from the Group Members jointly and severally (from each one and all the Group Members either individually or all together) in case they fail to make the regular repayment of the loan by way of weekly or fortnightly, monthly instalment whichever case may be as agreed upon and the Bank is reserved the rights to recall the entire loan without assigning any reasons at any point of time. The Group Members also accept that the responsibility jointly & severally arising out of this Loan and Joint Liability Guarantee Agreement will be that of a joint nature although the loans are being sanctioned and disbursed on individual basis.

3.REPAYMENTS

3.1 The Group Members under this agreement agreed to their liability to repay the amount of instalments as per Loan Repayment Schedule provided at the time of loan disbursement, throughout the loan term on time and regularly, without a prior notice or demand from the Bank. These dates are indicated on Loan Repayment Schedule given to each Group Member

3.2 The Bank confirm, and the Group Members hereby agree and understand that there would be an initial minimum moratorium period till the due date of the first instalment from the date of disbursement.

3.3 The Group Members hereby also consent that, the interest payment by the Group Members is calculated on basis of the repayment frequency period as mentioned in Schedule A for all instalments other than the first instalment due to the moratorium.

3.4 The Group Members hereby agrees to permit the Bank to change the centre schedule such as day, time and place as per the convenience of both the parties and with the prior information to the Group Members which need not be in writing. Further the Group Members confirm shall adhere to the said change and shall make sure they are available according to the new changed centre meeting scheduled date, place and time.

4.GROUP MEMBERS' - UNDERTAKING AND OBLIGATIONS

4.1 The Group Members hereby agree to make use of the disbursed loan amount only for the declared purpose as mentioned in loan application with the Bank and undertake not to misuse the loan amount for other purposes by deceiving the Bank. The Group Members have agreed to show the proper utilisation of the loan amount as specified in the loan application to the Bank at any time whenever the Bank intends to verify for the same, if the Group Members fail to acknowledge the utilisation of the loan amount as per the specified purpose, bank can take appropriate action including recalling the entire loan.

4.2 The Group Members under this agreement have agreed to repay the loan Instalments to any other Bank, NBFC, Financial Institution, MFI or any other lawful entity including an authorised agent including collection agent, in case of future assignments, securitization, inter-bank participation, acquirement, amalgamation or transfer or authorization in any form etc. by the Bank and such information shall be shared with the respective Group Members in writing or orally during centre meeting or at the time of repayment of the loan instalment.

4.3 The Group Members hereby undertake that in case they foreclose their individual existing loan, their guarantee for the loans availed by other Group Members under this agreement shall continue to be in force till the complete repayment of the outstanding loan dues of the Group members and the Group Members shall be responsible for the same jointly and severally irrespective of closure of their individual loan.

4.4 The Group Members under this agreement undertake jointly and severally to keep this agreement confidential as an arrangement between them and them Bank and also undertake not to provide any information or copies of the same unless the Group Members under this agreement are legally required to do so by any law / statute and in such circumstances they shall obtain prior written consent of the Bank to provide the same.

4.5 The Group Members hereby severally and jointly agree not to fight with other Group Members of the group and agreed act cohesively and harmoniously as a group that is formed and motivated to repay the loan provided by the Bank.

4.6 The Group Members hereby severally and jointly undertake that they never indulge in any activities for provoking, diverging or influencing the other Group Members of the group or any other Group Members of the Bank either in the same Centre or same village or other village for not repaying the loan advanced under any circumstances.

4.7 The Group Members have severally and jointly agreed to keep the Bank and its employees and agents indemnified and harmless against any loss, damage, liabilities, payments, obligations as sustained or suffered or required to be paid or imposed upon the Bank and its agents in connection with or arising out of this agreement.

4.8 The Group Members hereby confirm having availed the loan only for income generative activities as agreed upon and the Group Members have also declared that they are having an annual household income up to Rs. 3,00,000/-. For this purpose, the household shall mean an individual family unit, i.e., husband, wife, and their unmarried children.

4.9 The Group Members hereby have individually confirmed that their total monthly household obligation is less than 50 percent of the total monthly household income as stated in Income Expense Obligation Form. The computation of loan repayment obligations considers all outstanding loans i.e., collateral-free microfinance loans as well as any other type of collateralized loans of the household. The outflows capped at 50 per cent of the monthly household income shall include repayments (including both principal as well as interest component) towards all existing loans as well as the loan under consideration.

4.10 The Group Member under this agreement understand that if they or their spouse / co-witness opt for Insurance, then AU Small Finance Bank Limited will with her/his consent enrol them in a Group Insurance Policy from the insurers engaged in the life insurance business on their behalf and they are liable to pay for insurance premium for themselves and/or spouse /consenting witness. If they don't opt for life Insurance, they need not pay this Insurance premium.

4.11 It has been explained to me/us in detail and i/we understand that the option of surrendering the existing credit life insurance policy is available to me/us. However, by understanding the benefits which are available, I/ we voluntarily agree to continue the existing policy along with the new credit life policy.

4.12 The Group Members hereby agree that in the event of death, the Insurance settlement to the surviving party shall take place according to the terms and conditions laid down in the insurance policy.

4.13 The Group Members hereby agree that they are willing to undergo Financial Literacy Training programme provided by the Bank from time to time.

4.14 The Group Members declare that, they are not related to the directors and /or Senior Officer (s) of the Bank or of any other Banks.

4.15 The Group member hereby declare that all their information as mentioned in Schedule A are voluntarily furnished and is true, correct and complete.

4.16 The Group Members under this agreement acknowledged that they have been briefed about the following policies & procedures of the Bank and agreed to abide by the same. They further undertake to abide by the new or modified policies & procedures of the Bank time to time in relation to the following as and when notified to them either in writing or orally during centre meeting / at the time of loan instalment repayment.

1. Loan Utilization Check Policy & Procedure	6. Overdue Payment & Collection Policy & Procedure
2. Loan Collection Policy & Procedure	7. Loan Renewal Policy & Procedure
3. Centre Meeting Policy & Procedure	8. Loan Foreclosure Policy & Procedure
4. Instalment Pre-payment Policy & Procedure	9. Insurance Claim, Settlement Loan Write-off Policy
5. Interest Computation Policy & Procedure	

4.17 The Group Members declares that, neither they utilize the loan amount for the below mentioned activities nor they are associated with activities, which are part of AUSFB exclusion list 1.Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements, or subject to international bans, such as pharmaceuticals, pesticides/herbicides, ozone depleting substances, PCB's, wildlife or products regulated under CITES. 2.Production or trade in weapons and munitions. 3.Production or trade in alcoholic beverages (excluding beer and wine). 4.Production or trade in tobacco. 5.Gambling, casinos and equivalent enterprises. 6.Production or trade in radioactive materials. This does not apply to the purchase of medical equipment, quality control (measurement) equipment and any equipment where IFC considers the radioactive source to be trivial and/or adequately shielded.7. Production or trade in unbonded asbestos fibres. This does not apply to purchase and use of bonded asbestos cement sheeting where the asbestos content is less than 20%. 8.Unsustainable fishing methods such as blast fishing and drift net fishing in the marine environment using nets in excess of 2.5 kilometers in length. 9.Production or activities involving harmful or exploitative forms of forced labor /harmful child labor. 10.Commercial logging operations for use in primary tropical moist forest. 11.Production or trade in wood or other forestry products other than from sustainably managed forests. 12.Production, trade, storage, or transport of significant volumes of hazardous chemicals, or commercial scale usage of hazardous chemicals. Hazardous chemicals include gasoline, kerosene, and other petroleum products. 13.Production or activities that impinge on the lands owned, or claimed under adjudication, by Indigenous Peoples, without full documented consent of such peoples.14. Prostitution.15. Pornography.

4.18 The Group Members agrees and gives an undertaking to obtain all the regulatory consents, licenses, approvals in line with the National/State regulations and for the due performance of the obligations of the Group Members hereunder and to ensure that this Agreement is enforceable in accordance with its terms.

4.19 The Group Members confirms that there is no action, suit, proceeding or investigation pending against them by any competent authority.

5. BANK'S RIGHTS AND OBLIGATIONS

5.1 The Group Members under this agreement agreed & permitted to allow Bank to provide customer information, loan information to any bank, MFI or financial institution or any third party and to take loan or make investment in debentures or provide mortgage against loans advanced to any of the Group Members.

5.2 The Group Members under this agreement agreed to allow the Bank to securitize or assign the loan instalments / receivables due or outstanding due from the Group Members in favour of any Bank, NBFC, Financial Institution, MFI or any other entity whatsoever and also authorized the Bank to become a collection agent for such entity or appoint any one as a collection agent during the term of our loan for any reason whatsoever.

5.3 The Group Members have hereby agreed to permit the Bank to contact the spouses, family members, relatives, villagers and friends of the Group Members regarding the availed loan facility seeking the intervention of such people who can motivate the Group Members or who can make the repayment on behalf of the Group Members in case of non-availability of the Group Member or the Group Members failed to make the regular loan repayment as agreed upon.

5.4 This agreement shall be governed by and construed in accordance with the laws of India, as per the jurisdiction of the State as it has been executed.

5.5 Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this agreement or affect such provision in any other jurisdiction.

5.6 The Group Members hereby agreed to permit the Bank to initiate the appropriate legal actions before the jurisdictional judicial authority or court of law or any other lawful authority against an individual Group Member or all Group Members to recover the loan outstanding due which is payable to the Bank by such Group Members under this agreement. The Group Members specifically permit the Bank to initiate appropriate criminal and/or civil actions against the Group Members for any act or infringement breaching terms and conditions of the loan agreement.

5.7 In case of a breach of the terms and conditions of this loan agreement by the Group Members or the Group Members fail to make the regular repayment as agreed, the Bank has got the right to recall the entire loan overdue amount by issuing a notice in writing or providing oral intimation to any of the Group Members or group of the Group Members. Under such demand for the loan repayment by the Bank, the Group Members shall be responsible severally and jointly to repay the entire loan overdue amount along with applicable rate of interest to the Bank within the time specified in the loan recall notice.

5.8 The Bank commits & undertakes to protect the privacy of the Group Member Information & data.

5.9 Notwithstanding the above, the Group Members confirm that they are aware that the Bank will share information such as branch network, areas of operation, exposure in various geographical areas, staff information, Banks & borrowing information, balance sheet, profit & loss information, defaulting Group Member list, fraudulent staff/ex-staff, audit & compliance reports, specific Group Member repayment records, product information with MFIN, Sa- Dhan, MIX Market, RBI, IRDA, Insurance Companies, MF Transparency, other Government & Non-Government Agencies where the Bank or its employees or agents are required to do so by the arrangement with the above said authorities directly or as an industry and the Group Member specifically permit the Bank under this agreement to do the same, which shall not amount to breach of privacy of the Group Members information or data.

5.10 The Bank hereby undertakes to be committed to deal fairly with the Group Members and abide by its own Fair Practices Code, RBI's Fair Practices Code & Other Industry Fair Practices Code & Code of Conduct in view of the fair and transparent lending policy as per the guidelines of the regulating authority.

5.11 The Bank undertakes and confirms to train its staff on Fair Practices, ethical behaviour with an intention to prevent inappropriate collection and the Bank further undertakes the responsibility of the staff towards the same when on duty & carrying out authorized activities.

5.12 The Group Members under this agreement specifically permit the Bank and its authorised representatives or staff to visit the home or dwelling place or working place of the Group Members or the authorised representatives of the Group Members for collection of loan dues within the overall scope of the law of the land & in compliance of the Bank's or RBI's Fair Practices Code / Notifications.

5.13 The Bank reserves an unconditional right to cancel the undrawn/un- availed/ unused portion of the Loan sanctioned at any time during the currency of the Loan, without any notice to the borrower, for any reason whatsoever.

5.14 We Group Members, hereby agree for cancellation of credit life insurance in case of Loan cancellation due to any reasons / under any circumstance.

6. LOAN AMOUNT, INTEREST, REPAYMENT FREQUENCY & FEES

- 6.1 The Group Members hereby agree to have received the amount mentioned against each of their names from the Bank as mentioned in Schedule A and thereby give a written acknowledgement of the same through this agreement along with the execution of various other documents.
- 6.2 The Group Members, agree to repay the entire loan amount with the interest applicable at the rate as mentioned in Schedule A as per declining balance method, within a term as stipulated in Schedule A.
- 6.3 The Group Members agree that if they fail to repay the loan amount when due (i.e. as per loan repayment schedule), then they shall be liable to pay interest at the rate as mentioned in Schedule A from the due of repayment until the time of actual payment.
- 6.4 The Group Members under this agreement agree that it is convenient for them to repay the loan amount as mentioned in Schedule A without a prior notice or demand from the Bank.
- 6.5 In case repayment date as per repayment schedule falls on a public holiday or the Bank's business holiday then the Group Members have agreed to repay the said instalment amount on any other day as decided and intimated by the Bank on or before or after the due date.
- 6.6 The Group Members confirm that they understand the Insurance for them & their Spouse/Consenting witness where applicable shall start normally from the date of disbursement of the loan as per this agreement
- 6.7 The Bank confirms that there are no fees or penalty charges for delayed payment of EMI/ Principal/Interest.
- 6.8 The Group Members undertake to pay the processing fee mentioned in Schedule A for the said loan.
- 6.9 Unless otherwise agreed to by the Lender, any payment due and payable under this Agreement and made by the Borrower will be appropriated towards such dues in the order, namely:
- a) Interest of the preceding EMI's,
 - b) Principal of the preceding EMI's,
 - c) Interest of the current EMI's,
 - d) Principal of the current EMI's,
 - e) Charges, costs, expenses, incidental charges and other moneys that may have been expended by Bank in connection with the loan
- 6.10 **Event of Default:** Bank shall, without assigning any reason and upon notice in writing to the Borrower, cancel in full or in part the Loan facility and demand repayment thereof in case of an event of default. Upon such notice, all dues including outstanding Loan along with interest and penal interest thereon and any other charges, shall become forthwith due and payable by the Borrower to the bank and failure of which will trigger necessary action by the bank. The following events shall constitute events of default under this Form ("Events of Default"): If the loan and/or Interest/Penal Interest and any other charges, expenses, costs which are to be paid as per the terms mentioned herein are not paid on their respective due dates/maturity date. The Bank shall immediately recognize the incipient stress in loan accounts immediately on occurrence of an event of default by classifying them as Special Mention Accounts (SMA). If dues are not paid on due date and up to 30 days from the maturity date, it will be classified as SMA 0, for dues not paid from 31 days to 60 days, it will be classified as SMA 1 and for dues not paid from 61 days to 90 days, it will be classified as SMA 2. Additionally, if dues are not paid on the 91st day or beyond, all loan accounts held by the customer whether due or not due will be classified as Non-Performing Asset (NPA) by the bank.

7. ACCOUNT SET-OFF CONSENT

In respect of all Group Members' liabilities to the Bank, whether under this Agreement or any other facilities, whether such liabilities are/to be crystallized, actual or contingent, primary or collateral or several or jointly with others, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "Liabilities"), in order to reduce the liability burden the borrower voluntarily concurs to adjust the outstanding loan/interest from his/her present and future deposits, securities and all moneys in all accounts whether current, savings, fixed or other deposits, held with or in custody, legal or constructive, with the Bank, now or in future, whether in same or different capacity and whether severally or jointly, whether for any Bank relationship, safe custody, collection, or otherwise and the Bank can make such adjustments, without notice to and without consent of the Group Members to transfer, realize, adjust, appropriate all such securities and deposits as aforesaid for the purpose of realizing or appropriating against any of Bank's dues in respect of any of the Liabilities. In this regard the Borrower shall execute Lien Annexure and/or any other document as the Lender may deem necessary.

8. JURISDICTION & GENERAL TERMS

- 8.1 The Group Members have confirmed that they have been properly explained regarding the detailed terms of this agreement and although some of the Group Members may be illiterate, hence such Group Members have discussed the terms of this agreement amongst the other Group Members in the group, with their relatives, friends, neighbours who are literate and understood the scope and meaning of the terms of the agreement.
- 8.2 No provision or terms of the agreement hereby accepted by both parties herein shall not be waived off without the prior consent of Bank.
- 8.3 Amendments to this agreement including Interest Rate, Fee or charges, shall not be valid unless made in writing with prior consent of the Bank & Group Member and shall be prospective only through a notice / declaration / amendment letter in vernacular language signed by both the Bank and the Group Members.
- 8.4 The Group Members under this agreement hereby authorise the Group Leader or/and Group secretary (termed as Rep 1 and Rep 2) to sign any documents on their behalf and hereby the Group Members also appoint the Group Leader or Group Secretary as their agent to do any acts or cause any action or sign any document on behalf of the group representing the each and every Group Member of the group.
- 8.5 The Group Members hereby confirm that the vernacular version of this agreement has been read to them by someone independently in a language that they understand and they have all clearly understood all the terms and conditions under this agreement irrespective of their literacy levels.
- 8.6 We, the undersigned, have willingly executed this loan and joint liability guarantee agreement and the Group Members under this agreement hereby agree to the above mentioned terms and conditions of the loan agreement.
- 8.7 The Schedule A is integral part and parcel of this agreement as agreed and signed by the parties jointly and severally to this agreement. The terms and specifications incorporated in Schedule A with reference to this agreement have been unconditionally agreed by the parties.

9. ARBITRATION

The Parties hereto unconditionally agree and accept that, any matters, questions, differences and/or dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof shall be resolved through Arbitration Proceedings under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Both the Parties also irrevocably agree that seat of all/any arbitration proceedings shall be at Jaipur and the parties have accepted the online mode for conduct of arbitration proceedings. The Parties further agree that the arbitration proceedings shall be conducted online under the aegis of any of the arbitral/ selected ODR (Online Dispute Resolution) institutions mentioned in the Schedule B to the present Agreement. In case the Borrower/ Obligor opts for/ chooses physical arbitration proceedings in place of ODR then they shall opt for the same by sending a relevant written communication in this regard to the selected ODR institute within 7 days of initiation of online arbitration proceeding, at the decided venue/ seat of arbitration i.e., Jaipur.

The list of arbitral/ODR Institutes has been chosen by the Parties after evaluating the concept, Bye laws, process and methodology adopted by them and the parties unequivocally agrees to follows the same.

The award given by the competent arbitrator(s) by the selected Arbitral/ ODR institution under the aegis of such ODR institution(s) shall be final and binding on all Parties to the Agreement.

10. GRIEVANCE REDRESSAL MECHANISM

For redressal of any grievance arising out of this Agreement, the Borrower may adopt the redressal mechanism laid down in the grievance redressal policy of the Bank which is uploaded on the Bank's website www.au.bank.in and/or may contact the nodal grievance redressal officer, as per the matrix and on the email/phone number provided in the Key Fact Statement (KFS) annexed herein.

11. APPOINTMENT OF THIRD PARTY/ RECOVERY AGENTS

The Bank may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under the Agreement either by itself (through its officers or employees) or through its appointed third parties (including recovery agents). The Borrower confirms and expressly consents to the Bank that upon occurrence of an Event of Default, the Bank either by itself (through its officers or employees) or through its appointed third parties (including recovery agents) to use the contact details provided by the Borrower and guarantor to the Bank to get in touch with the Borrower/ guarantor including their authorized signatory(ies)/ representative(s) and family members and disclose them relevant details pertaining to the Loan. Bank has Board approved Collection of Dues and Repossession of Security Interest policy which is uploaded at Bank's website. Policy lists down the fair practices with regards to Collection of Dues and Repossession of Security and thereby fostering customer confidence and long-term relationship. The Bank may also use the services of recovery agents for Collection of dues and Repossession of Security. Detailed policy can be accessed on AU BANK website under notice board.

NO.	CUSTOMER NAME	GROUP MEMBERS SIGNATURES /THUMB IMPRESSION
1.		
2.		

Savings Account, Loan Application, Customer Consent and Declarations

1. Application for Loan

The members as mentioned in column 1 of Annexure I hereby apply for a loan as per the details mentioned in Annexure I.

- A copy of the Group Constitution executed by all the members of the group authorising them inter alia to borrow on behalf of the group is enclosed.
- The Group members hereby declare that the particulars given above are true and correct to the best of their knowledge and belief.
- The Group Members hereby authorise the Bank to disclose all or any particulars or details of information relating to their loan accounts with the Bank, to any other financial institution including NABARD, Credit Bureaus, Government or any agency as may be considered necessary or desirable by the Bank. The Group Members note that the Bank may appoint BC (Business Correspondent) to handle and manage the loan and related transactions with the group on behalf of the Bank. The Group Members authorise the Bank to furnish any kind of information about themselves to the BC.

2. Application for Savings Account

The Group Members hereby request the Bank to open an account/activate the existing account in the Banks branch as mentioned in column 7 of Annexure I. The Group Members refer to the account as per Annexure I and declare as under:

We are the only members in the Group and are jointly / severally responsible for the liabilities thereof. We shall advise you in writing of any change that takes place in the group and all the present members shall be liable to you on any obligation which may be standing in the group's name in the bank's books on the date of the receipt of such notice and until all such obligations are liquidated.

3. Most Important Terms & Conditions

The Group Members give the following consent to the Bank-

- We hereby confirm that the bank official has explained to us the terms and conditions of the account/product that we propose to open and we shall further ensure the same is done for future accounts/ products that we shall open with the bank. We also confirm that the same has been done for the features and charges as per bank's General Schedule of Features, Interest and Charges as applicable to the account/ product proposed to be availed by us now or in the future.
- We understand and agree that we shall receive all relevant documents/details/ terms and conditions on our registered email ID or mobile number post availing to the account/ product, and all such documents/ details/ terms and conditions received by us shall be binding on us from a legal and contractual purposes unless we dispute the same in writing.
- We hereby confirm that we will be bound by and abide by the bank's general terms and conditions available as applicable to various services, products, accounts that we avail from time to time on the bank's website www.au.bank.in.
- We shall keep the bank continuously updated regarding our citizenship/ tax status, including our compliance to FATCA
- We have applied for opening of bank account/ loan account/ other products offered by AU Small Finance Bank Limited. using the electronic account opening form we have read, understood and agree with the general schedule of features, interest, eligibility, procedure, documentation and charges as applicable to the relevant bank account/ loan account/ other products as being availed by us.
- We understand that the Bank reserves the right to revise its general schedule of features, interest, eligibility, procedure, documentation and charges as laid down in the bank's website in www.au.bank.in as applicable.
- We understand and agree that the bank account/ loan account/ other products should be used as per the fair usage policy as defined in the bank's website and also used in a regulatory compliant framework defined by RBI/ law . The Bank reserves the right to decline/reverse transactions and freeze/close the bank account/ loan account/ other products if this the fair usage is violated or if there is any noncompliance to regulations.
- We authorize AU Small Finance Bank Limited to conduct our credit history verification with any credit bureau or any other agency and acknowledge that AU Small Finance Bank Limited shall have the right and authority to carry out investigations from the information available in public domain for confirming the information provided by us to AU Small Finance Bank Limited.
- We give our consent to receive information in respect of account maintenance, alerts, payments due, updates on existing and new products, servicing of account for sales, marketing or servicing our relationship with AU Small Finance Bank Limited its group companies/associates or agents through Telephone/Mobile/SMS/Email etc. Further, we understand that our consent to receive calls/communications shall be valid and shall prevail over our current or any subsequent registration of our number for NDNC and shall continue to be treated as our consent/acceptance. We understand that in case we do not wish to receive such calls we need to visit the AU Small Finance Bank Limited website on www.au.bank.in and fill the requisite form and submit the same online or to the nearest Bank Branch.
- We understand that whenever we avail any bank account/ loan account/ other products offered by AU Small Finance Bank Limited through electronic or non-electronic medium/ channel any electronic communication received by us from the domain @au.bank.in only will be binding on us and acceptable to us.
- The Group Members hereby agree that their eKYC will be used for validating the loan, opening of Savings Account and its related transactions only.
- I/We do hereby provide my/our consent to AU Small Finance Bank Limited for sharing my/our required information including Aadhaar Number, Mobile number, Address and other demographic details, shared by me/us with the AU Small Finance Bank Limited, with Udyam Assist Portal (www.udyamassist.gov.in) for getting my/our Udyam Registration done with the Ministry of MSME, Government of India (if eligible).

4. Group Constitution

This Group Constitution is made at the place and date defined in Annexure I among the Group Members mentioned in column 1 of Annexure I, hereinafter referred to collectively as the Group Members, Members in short, which expression shall, unless repugnant to the context or meaning, include every member of the said Group and their respective legal heirs, executors and administrators.

WHEREAS all Group Members are residents of the Census Village/ town/ city, taluk/ sub-district, district and state mentioned in Annexure I and are known to each other;

WHEREAS the Group Members named in column 1 of Annexure I have joined voluntarily together and formed the Group with intent to carry on savings and credit and other economic activities for mutual benefit subject to the terms and conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT

- Each member shall strive for the success of the Group and shall not act in any manner detrimental to the business interests of the Group
- The Group Members shall be jointly and severally liable for all the debts contracted by the Group
- The Group members hereby duly elect and appoint authorized representatives as mentioned in Annexure I to look after and manage the day to day affairs of the Group's activities and also act in their name and on their behalf in all matters relating thereto. The authorised representatives may however be removed at any time by majority vote of the members and new representatives elected.
- Each of the Group Member hereby agrees to abide by and ratify all such act, deeds and things as the authorised representatives may do in the interest of the group. The authorised representatives shall take decisions in the day to day working of the Group and each representative shall actively involve herself or himself and co-operate in looking after the day-to-day affairs of the Group activities in particular to attend to the following activities.
- In the event of death of any of the member/s of the Group, his/her legal heir/s shall be entitled for the benefits and be liable for the obligations of the deceased member/s under this agreement.
- It is agreed that no new person shall be included as a member of the Group without consent of all the existing members.

- Group Members agree that Bank officials or authorized person of the BC can collect the due from the Borrower on behalf of the Bank.

FATCA Declaration of dual/multiple citizenship

Where 'No' has been written in column 10 of Annexure I against each member name and counter signed by each member in such cases the Group Member individually confirms the following "I confirm that I am not a citizen of country other than India (dual/ multiple, including Greencard) and not a tax resident of any other country other than India. I also confirm that my country of birth is India and I am not a POA mandate holder or have any address/ telephone number outside India".

Form 97 Declaration

Where Form 97 has been written in column 9 of Annexure I against each member name and counter signed by each member for such cases and where no PAN number is provided by Group Member. The Group Member individually hereby declares the following

Form of Declaration to be filled by a person who does not have Either a Permanent Account Number or general Index Register Number ad who makes payment in cash in respect of transaction specified in clauses 11 to 16 of rule 159 of Income Tax Rule 2026.

- Name and Address of the member as written in column 1 & 2 of Annexure I
- Particulars of the transaction of the member as written in column 8 of Annexure I
- Amount of Transaction of the member as written in column 4 of Annexure I
- Each member of the group is not assessed to tax
- Details of the documents being produced in support of address as written in column 2 of Annexure I

That the information stated in the Annexure I is true to the best of each member's knowledge and belief and counter signed by each member on the date and place as written in Annexure I

Annexure I

This is the part and parcel of the 'Savings Account, Loan Application, Customer Consent and Declarations' given by the applicants for availing loan from AU Small Finance Bank Limited.

S.No	Name of Applicant, Husband Name	Address of Applicant as per KYC type	Loan Application ID	Loan Amount Applied for	Purpose of Loan / Loan Purpose Sub-Category	Frequency of instalment	Branch / Banking Outlet	Particulars of transaction for Form 60	Form 97 /PAN for Saving , Loan Account	FATCA Declaration of dual / multiple citizenship	Date of Customer Application	Customer Sign/Reference No
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1												
2												

Group Constitution was formed in:

Place:

Census Village/Town:

City/District:

State:

This is a system generated document and does not require any authentication from Bank officials