RAPID ID:

LOAN AGREEMENT MICRO BUSINESS LOAN

SECURED BY CEDIT GUARANTEE/UNSECURED

Customer Name:

AU SMALL FINANCE BANK LIMITED

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement")is made on the day and place as mentioned in the Schedule by and between the persons specified Schedule 1 as Borrower & Co-Borrower collectively referred to as the "Borrower" The expression 'Borrower', unless it be repugnant to the context or meaning thereof, shall mean and include: (i) in the event that the Borrower is a Company within the meaning of the Companies Act, 2013 or a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, its successors; (ii) in the event that the Borrower is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors; (iii) in the event that the Borrower is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators, executors and legal representatives; (iv) in the event that the Borrower is an individual, his/ her legal heirs, administrators and executors; (v) in the event that the Borrower is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his/her/their respective heirs, executors, administrators; (vi) in the event that the Borrower is a society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vii) in the event that the Borrower is a Trust, the Trustee or Trustees for the time being thereof and their respective legal heirs, executors, administrators and successors; of the First Part AND AU SMALL FINANCE BANK LIMITED, a small finance bank having its registered office at 19- a, Dhuleshwar Garden, Ajmer Road, Jaipur - 302001, Rajasthan, hereinafter called as the "Bank/ Lender" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the Second Part. The Borrower and the Bank are hereinafter referred to as the "Parties" and individually as a "Party".

WHEREAS

At the request of the Borrower, the Bank has agreed to grant a loan of the amount ("Loan Amount/ Facility Amount") specified in schedule 1 to the Borrower on the terms and conditions as mentioned in the Bank's sanction letter/ offer letter (also as mentioned in schedule 1) duly accepted by the Borrower (hereinafter referred to as "Sanction Letter" (including mutually accepted amendments in writing) and as mentioned herein.

A. The Borrower agrees to borrow from the Bank and the Bank agrees to lend to the Borrower a loan as mentioned in the Schedule I ("Loan/ Facility") and in consideration of the Bank having agreed to grant the Loan/ Facility, the Borrower irrevocably agrees and undertakes and confirms to the Bank as follows;

1. The Borrower agrees to pay interest, APR(as mentioned in KFS annexed below), commitment fee, penal charges and interest on overdue EMI/ installment/amount/interest payable on the Loan as follows: The interest rate applicable will be as specified in the Sanction Letter plus interest tax, as may be applicable rate prevailing from time to time, payable with monthly rests, or such other rate as may be stipulated by the Bank and advised to the Borrower.

   The interest rate payable by the Borrower will be subject to the changes in the interest rate made by Reserve Bank of India. The Borrower shall pay the interest rate on the last day of every month (date) until the Loan is repaid. If the interest remains due on the date, then the interest shall compound monthly. The interest shall be calculated on the basis of 365 day year and the actual days elapsed. MCLR shall mean the "marginal cost of funds based lending rate" of the Bank as determined (and revised) in accordance with the guidelines issued by RBI in this regard and corresponding internal policies of the Bank, as reset from time to time and notified by the Bank as its marginal cost of fund based lending rate. The Bank shall be entitled to reset the Margin as specified in the Sanction Letter on the interest reset date and MCLR/ External Bench Mark Rate (EBR) at such frequency as the Bank deems fit. Bank shall also have right to reset the Margin consequent to any change in MCLR/EBR and will also have the right to reset the MCLR/EBR if RBI revises the standard provisioning requirement of banking asset or RBI enhancing the risk weightage norms for banking asset or RBI changing the norms for classification of banking assets or downward revision in the credit rating of the Borrower or the security provider or occurrence of

Event of Default or potential event of default or Bank's internal review or RBI changing the policy of computation of MCLR/ EBR. Upon reset of MCLR/ EBR/Margin, the Bank shall notify the Borrower of the revised interest rate and the Borrower shall pay the revised interest rate from the reset date on the Loan amount.

1A.The Borrower accepts, acknowledges and confirms that the Bank shall be entitled to deduct upfront from the Loan amount (in the event not paid by the Borrower before disbursement), the charges as specifically mentioned in the Sanction Letter/ KFS (KFS as annexed hereunder) and/ or any other document related to the Loan at the time of disbursement of the Loan amount. The Bank shall disburse the balance Loan amount to the Borrower or any third party on behalf of the Borrower, as the case may be, and the Borrower shall be liable to repay the Loan amount along with the interest as agreed and on such dates/ intervals as and when the same becomes due.

2. Borrower shall ensure that adequate credit balances are maintained in their account with the Bank at all times to ensure payments of dues pursuant to the Loan/ Facility by each due date, as may be applicable.

3. The interest rate as above shall be reset every quarter/half year/ annually or at such frequency as the Bank deems fit.

4. The interest rate is subject to variation in consonance with RBI directions, statutory and regulatory requirements, conditions of money market, availability of loanable funds etc.

5. The Borrower shall also pay to the Bank a commitment fee as specified in Sanction Letter. The Loan/Facility (or any part thereof) may be disbursed by the Lender/ Bank upon receiving a drawdown request from the Borrower.

The entire Loan/Facility should be availed of within the number of months, from the date of loan sanction, as specified in the Sanction Letter ("Availability Period"). The Borrower's right to make drawls shall expire at the end of the Availability Period ("Drawdown End Date"). However, the Loan/ Facility sanctioned may be kept open at the sole discretion of the Lender/ Bank for an additional period of such number of days beyond the

Availability Period as the Bank/Lender may deem fit.

If the Loan/Facility is not drawn completely by the Borrower within the Availability Period, then the Bank shall be entitled to impose penalty, if any, as mentioned in the Sanction Letter. The mode and manner of disbursement is left to the sole discretion of the Lender/ Bank. All disbursements in favor of the Borrower or to any third party on behalf of the Borrower shall be deemed to be made in favor of the Borrower under this Agreement which the Borrower acknowledges being binding on them.

6. The Borrower agrees to pay to the Bank the amount of any increased cost incurred by the Bank or any of its affiliates as a result of

   i. The introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; or

   ii. Compliance with any law or regulation made effective after the date of the Sanction Letter. Provided that the Borrower shall not be liable for payment of increased cost if:

      i. The increased cost is compensated for under another clause in this Agreement or would have been but for an exception to that clause.

      ii. Increased cost is attributable to the Bank or its affiliates willfully failing to comply with any law or regulation.

"Increased Cost" in this agreement shall mean (a) an additional or increased cost (b) a reduction in the rate of return from the Loan or on the Bank's (or it's affiliate's) overall capital (including, without limitation, as a result of any reduction in the rate of return on the capital brought about by more capital being required to be allocated by the Bank or one of its affiliates or (c) a reduction of amount due and payable under this Agreement.

7. All amounts in default for payment (i.e. not paid by the Borrower when due to the Lender) including arrears of EMI, installment, interest before the commencement of EMI, costs, charges and expenses debited to the loan account and/or breach of the terms and conditions of the Agreement by the Borrower shall attract penal charges at the rate specified in Schedule II hereunder. Such penal charges shall be paid by the Borrower from the date of occurrence of such payment default and/ or breach of the terms and conditions, as the case may be, until the entire default amount is paid and/or the breach is cured. The Borrower shall amortize the Loan/ Facility, if not demanded earlier by Bank as stipulated in and in accordance with and subject to the terms & condition of the repayment schedule hereto. Repayment Instruments, as specified in Schedule I, for EMI will be presented (as per registered repayment mode) on EMI presentation date as specified in the Schedule I.

Borrower to keep sufficient balance in its bank account to avoid any charges. On delay in the repayment of EMI/ installment/ amount and/ or interest and/or any other repayment by the Borrower beyond such repayment due date, the Lender shall be entitled to charge, in addition to penal charges, an interest equivalent to the interest rate of the Loan/ Facility on the entire amount outstanding whether on account of EMI/ installment/ amount and/ or interest and/or any other repayment by the Borrower till the time such default in the repayment continues.

8. The Borrower commits to secure the Loan Amount/ Facility Amount together with all costs, charges, interest, liquidated damages and expenses and all other moneys whatsoever due and

9. payable by the Borrower to the Bank ("The Said Dues"), by creating the securities over its assets ("Security") in favor of the Bank in the form and by

executing such documents, as specified in Sanction Letter.,

10. The principal along with interest of the Loan/ Facility shall, be repaid in the manner specified in Sanction Letter. Provided that the Bank will be entitled to demand immediate repayment of the Loan Amount/ Facility Amount if any installment of interest/Loan/ Facility installments remains unpaid on the due date for payment thereof.

11. The Borrower hereby warrants, assures, represents and confirms that

(a) the Borrower, if it is a company, is duly incorporated and validly existing under the law of their jurisdiction of incorporation affecting its business and operations.

(b) all the information provided by the Borrower to the Bank is true and accurate in all respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading

(c) all the licenses, permits and authorizations required for carrying on its business or industry have been obtained and are in full force and effect

(d) the Borrower is in compliance in all respects with all applicable laws, including environmental laws, and regulations affecting its assets, its business and operations and has good title to or valid leases or licenses of, or is otherwise entitled to use its assets

(e) the Borrower has the power to avail of the Loan/ Facility from the Bank and the total borrowings including the Loan/ Facility are within the prescribed limits, if any

(f) the Borrower has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all the necessary action required to authorize the execution, deliver and performance of this Agreement and upon execution, this Agreement will constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms

(g) the entry into, delivery and performance by the Borrower of, and the transactions contemplated by this Agreement do not and will not conflict with any applicable law, with the constitutional documents, if any, of the Borrower; or with any agreement or instrument which is binding upon the Borrower or on any of its assets

(h) no default is subsisting or might result from the execution of, or the availing of the Loan/ Facility under this Agreement by the Borrower

(i) the most recent audited accounts of the Borrower have been duly audited and prepared in accordance with applicable accounting principles and practices and represent a true and fair view of its financial condition and there has been no material adverse effect since the date on which those accounts were drawn up

(j) all taxes and compliance reports have been filed in time and no claims are pending thereof

(k) the Loan/ Facility is not being availed for any activities relating to producing or consuming Ozone Depleting Substances, in terms of montreal protocol to which Government of India is a party

(l) none of the Borrower and its promotors, directors and partners, affiliates, subsidiaries or associate companies or group companies are in default or been included in any list of defaulters (including willful defaulters) of RBI or have committed breach of any agreement with any person who has provided loan or deposits or advances or guarantees or other financial facilities to the Borrower or any regulatory or statutory authority

(m) there are no legal or other adverse proceedings of any nature pending against the Borrower or its promoter, directors, partners in management of the Borrower or any of its assets which have a Material Adverse Effect

(n) there are no encumbrances over the Security, save and except as permitted by the Bank and the Borrower shall not hereafter encumber such Security without the permission of the Bank and that the Borrower has a clear and marketable title/ clear and transferable interest over such Security and further assure the Bank that the same is free from any prior charge, lien or encumbrance

(o) the purpose and the business of the Borrower is legally and regulatory valid

(p) no notice has been served with respect to winding up, receivership ,custodian for the Borrower or any of its assets or that the Borrower be placed in bankruptcy; the passing of a resolution for the winding up of the Borrower or any proposal or apprehension for passing such resolution; a scheme of arrangement, amalgamation or reconstruction or composition with creditors

of the Borrower or taking of any action to seize, attach, take possession of or appoint a custodian receiver, liquidator or manager in respect of the Borrower or any asset of the Borrower

(q) the Borrower has not committed any breach under any agreement entered into with any person for availing any finance facility.

(r) Borrower to ensure that all interest/ fees/ charges debited to the Borrower's account is cleared on their respective due date.

(s) The Borrower shall not be entitled to directly or indirectly assign/ securitize or in any manner transfer, whether in whole or part, any rights, the benefit or obligations under this Agreement.

(t) Appointment of Third Parties/ 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), use the contact details provided by the Borrower and Guarantor to the Bank to get in touch with the Borrower/ Guarantor including their authorised signatory(ies)/ representative(s) and family members and disclose them relevant details pertaining to the Loan.

12. Where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; where the Borrower is a partnership firm/ HUF none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; where the Borrower is a joint stock company none of its directors, is a director or specified near relation of a director of a banking company.

13. Where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the Bank; where the Borrower is a partnership firm/ HUF, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank; where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank.

14. None of its subsidiaries or associate companies or group companies have been identified or classified as a defaulter.

15. The Borrower will execute necessary promissory note and such further documents, forms and papers as the Bank may in its discretion from time to time require. Each of the above representations will remain correct and complied with so long as the Loan/ Facility and/ or any sum i.e The Said Dues thereunder remain outstanding.

16. Borrower shall at all times during the currency of the Loan/ Facility, at its own cost, keep the Security fully insured against such risks and for such amounts and for such period and forms as the Bank may require, in the joint names of the Bank and the Borrower or with the usual Bank security clause, with any insurance company and shall deposit the insurance policies and all cover notes premia receipts etc., with the Bank against the Loan/ Facility so given to him/her/it by the Bank.

The Borrower agrees that in addition to the aforesaid insurance it shall arrange for insurance cover in respect of standing charges and loss or profit in business in the event of any stoppage of production for any reason whatsoever. The Borrower shall make punctual payment of all premia and shall not do or suffer to be done any act which may invalidate such insurances and will on receipt of any moneys under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing the Security or in repayment of The Said Dues. If the Borrower shall fail to insure or keep insured all/ any of the Security as aforesaid, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, along with interest as applicable against the Loan/ Facility as aforesaid.

17. The Borrower shall allow the representatives and/or nominees of the Bank to visit and inspect from time to time the project for which the Loan/ Facility is sought or the Borrower's premises, factories and other property, if any, and assets books of accounts and all other relevant accounts, documents and records. The costs and expenses of such visits and/ or inspections shall be paid and borne by the Borrower.

18. If at any time the value of the Security deteriorate in order to create a deficiency in the margin requirement specified by the Bank from time to time, if any, the Borrower shall within seven days of notice from the Bank, deposit with the Bank additional security in the form of cash or such other securities which may be acceptable to the Bank, failing which the Bank may at its discretion sell or otherwise dispose off any or all of the said Security without being liable for any loss or damage or diminution in value sustained thereby.

19. The Borrower hereby agrees, undertakes and confirms that it shall deliver to the Bank Repayment Instruments, more particularly described in Sanction Letter/ Schedule I, towards the payment of the outstanding obligations along with the interest with the Bank named as the payee therein.

20. The Borrower further covenants as under:

i. to furnish to the Bank all such information, statements, particulars, estimates and reports etc. as the Bank may require from time to time in order to comply with the terms of the Loan/ Facility.

ii. shall also submit to the Bank, in form and detail satisfactory to the Bank, unaudited half yearly income statements of the Borrower within 60 (sixty) days of the close of each semi-annual period and copies of audited financial statements including balance-sheet and profit and loss account (in detail and not in the abridged form) within 180 (one hundred eighty) days after the close of each financial year;

iii. not to enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;

iv. not to permit any change in the ownership or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change, without the prior written consent of the Bank;

v. not to effect any material change in the management of the business of the Borrower, without any prior written consent of the Bank;

vi. not to make any amendments in the Borrower's Memorandum of Association and Articles of Association without the prior written consent of the Bank;

vii. not to create, assume or incur any further indebtedness of a long term nature whether for borrowed money or otherwise, except with the prior written consent of the Bank;

viii. not to declare any dividend if any installment towards principal or interest remains unpaid on its due date.

ix. not to induct a person who is a director on the Board of a company which has been identified as a willful defaulter and that in case, such a person is found to be on the Board of the Borrower, Borrower would take expeditious and effective steps for removal of the person from the board of directors.

x. the proceeds of the Loan/ Facility are not to be utilized by the borrower for investments in shares, debentures, advances and inter- corporate loans/ deposits to other companies (including subsidiary and other group companies).

xi. the Borrower expressly recognizes and accepts that the Bank upon granting the Loan/ Facility, shall be absolutely entitled to, and shall have full power and authority to sell, assign or otherwise transfer in any manner whatsoever, in whole or in part, and in such manner and on such terms as the Bank may decide (including if deemed appropriate by the Bank reserving a right to the Bank to retain its power to proceed against the borrower on behalf of the purchaser, assignee or transferee) any or all out standings and dues of the borrower, to any third party of the Bank's choice without any further reference or intimation or notice to the Borrower, and without seeking any consent of the Borrower. Any such action and any such sale, assignment or transfer shall bind the Borrower to accept such third party as creditor exclusively or as a joint creditor with the Bank or any other person, as the case may be. Any costs in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of the Said Dues, shall be to the account of the Borrower.

xii. The Borrower shall bear all costs of making good any deficit in stamp duty on the documents executed by the Borrower in relation to the Loan/Facility and/or security created by the Borrower in favour of Bank.

xiii. Borrower shall allow the Bank to audit and inspect its books and records and the premises mortgaged, if any, and goods hypothecated to the Bank.

xiv. The Borrower declares that : I/ we hereby confirm that I/ we have handed over the Repayment Instruments towards the repayment of EMI/as a security for the Loan/ Facility availed from the Lender or towards payment of insurance premium as specified above and that all Repayment Instruments s were drawn in favor of "AU Small Finance Bank Limited".

I/we hereby unconditionally and irrevocably authorize and confirm the authority of the Lender as per the provisions of Negotiable

Instruments Act ("the act") to fill in the date and the amount on the said Repayment Instruments and to complete the Repayment Instruments in all respect and to present the same for the payment. I/we shall ensure that the said Repayment Instruments are honoured on presentation for payment. I/we agree and acknowledge that I/ we have issued the Repayment Instruments voluntarily in discharge of legal debt owed to the Lender by the Borrower. I / we agree, acknowledge and confirm that the Repayment Instruments are also intended to be utilized as Security by Lender against the said Loan/ Facility and to apply the same for recovery of the Said Dues from the Borrower along with penal charges and interest on overdue EMI/installment/amount/interest, if any, in case of any default by the Borrower or breach of any term of the Facility.. I/ we hereby confirms that I am/we are aware of the fact that any dishonor of any Repayment Instrument so issued by me/ us and presented by the Lender for payment,, would constitute an offence under provisions of The Negotiable Instrument Act, 1881 and the Lender may take such action against me/us as may be advised. Prior to the Repayment Instruments issued by me being exhausted, I/ we shall issue fresh Repayment Instruments to the Lender, and such instruments would be governed by the provisions of this Agreement. The Borrower shall not to take any steps, which in any way, affect or are likely to affect the payment thereunder to the Lender including, without limitation, any stop payment instructions. In the event that there is any change in the authorized signatories for its relevant bank account(s), Borrower shall either give unconditional and irrevocable instructions to the bank on whom the Repayment Instruments have been drawn to clear and honour all such Repayment Instruments (details of which shall be provided to the Lender) bearing the signatures of the authorized signatories before the change or, in the alternative, Borrower shall issue fresh Repayment Instruments to the Lender or submit fresh Repayment Instruments duly signed by new authorized signatory as the case may be. While all necessary steps would be taken by the Lender to ensure safe holding of the Repayment Instruments and having the same picked up , processed and cleared through agents, courier agencies, correspondent bank(s), the same will be entirely at the my/our risk and cost. In the event any Repayment Instruments issued as above by me/ us is lost in transit or misplaced or for any reason, I /we agree to give replacement of the Repayment Instrument to the Lender immediately upon receipt of a written request from the Lender in this regard. If I/we cancel the Repayment Instruments given to the Lender or close the relevant bank account(s) or change the authorized signatory for the relevant bank account(s) or attempts to cancel the Repayment Instrument without the prior written consent of the Lender, such acts shall be deemed to have been committed with a criminal intent to cause wrongful loss to the Lender and would further be construed as an Event of Default and the Lender shall be entitled to initiate appropriate legal proceedings including criminal proceedings against me/us and the Borrower, without prejudice to the Lender's other rights and remedies under applicable Law(s).

21. The Borrower expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officer or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of the Bank choice and to transfer and delegate to such third parties the right and authority to collect on behalf of the Bank all amounts hereunder and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrower or otherwise contacting the Borrower, receiving the installments vide Repayment Instruments in the name of the Bank entering into a compromise with the Borrower, giving a valid receipt and granting effectual discharge to the Borrower and generally performing all lawful acts as the third parties may consider appropriate for the purpose. For the purpose aforesaid or for any other purpose at the discretion of the Bank, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Borrowers and the Loan, and the Borrowers hereby consent to such disclosure by the Bank. Notwithstanding the above,

the Borrowers expressly accept and authorize the Bank (to disclose such to third party information pertaining to the Borrowers and the Loan and the Borrowers hereby consents to such disclosure by the Bank.

22. The Borrower shall furnish upon demand any other security in such form and value as may be required by the Bank from time to time in amounts and values sufficient at all time in the opinion of Bank to secure the payment of the Loan/ Facility provided here and any other obligations of the Borrower towards the Bank.

23. The Borrower confirms that the Borrower shall utilise the said Loan/ Facility only for the purposes of its business as set forth in its application for Loan/Facility.

24. In the event the Borrower fails to pay when due any sum which it may owe to the Bank and the Bank shall commence legal proceedings to recover such sum, the Borrower will further pay the Bank all cost and expenses, including legal fees, incurred or paid by the Bank in exercising any right, power or remedy conferred by this Agreement.

25. The Borrower agrees that any accretion to the said Security (if any) and other benefits from time to time accruing in respect of the said Security or any part thereof shall also be hypothecated/pledged with the Bank by the Borrower.

26. The Borrower shall not without the prior written consent of the Bank transfer or create/ allow to be created in any manner any charge, lien, hypothecation,, pledge or other encumbrance whatsoever on any of the Security charged to the Bank to secure the Loan/Facility.

27. The rights, remedies and powers given to the Bank by this Agreement shall be in addition to all rights powers and remedies given to the Bank by virtue of any other security, statute, or rule of law. The Bank may exercise a banker's lien or right of set-off with or without notice with respect to any obligation of the Borrower to the Bank in the same manner as if the obligation were unsecured and shall have a lien on all monies, property, if any, or securities of the Borrower in the Bank's possession or custody whether for safe- keeping or otherwise. In case of any deficit, the deficit amount can be recovered from the Borrower. In this regard, the Borrower shall execute Annexure I and/or any other document as the Lender may deem necessary.

28. The Borrower confirms that the Lender shall at any time, without any consent of or notice to the Borrower be entitled to securitise, sell, assign, novate discount or transfer all or any part of the Lender’s right and obligations under this Agreement or other loan documents, to any person and in such manner and on such terms as the Lender may decide. And any such sale, assignment, novation, securitization or transfer shall conclusively bind the Borrower.

29. The Borrower confirms that the Lender may, absolutely and unconditionally, reduce, revoke, cancel and/ or modify any undrawn/ unavailed/ unused portion of the Facility (in whole or part) at any time during the subsistence of this Agreement, at its sole- discretion, without giving any prior notice to the Borrower(s) or without assigning any reasons thereof. The Lender shall also be entitled to recall any disbursed amount of the Facility together with interest, fees, costs, charges and expenses and all other amounts payable by the Borrower under this Agreement.

In the event of any such cancellation/ reduction/ revocation/modification and/or recall, all the provisions of this Agreement and all other related documents shall continue to be effective and valid and the Borrower shall repay the outstanding dues under this Agreement duly and punctually as provided herein.

30. The occurrence of any one or more of the following events shall constitute an Event of Default. On the question whether any of the above events/circumstances has occurred/happened, the decision of the Bank shall be final, conclusive and binding on the Borrower:

(i) The Borrower defaults in payment of principal or interest of any obligation of the Borrower to the Bank when it is due and payable.

(ii) The Security tendered to the Bank or the charges created thereon in Bank's favor shall become wholly or partially invalid or unenforceable.

(iii) The Borrower shall for any reason cease or be unable to carry on business or appointment of a receiver for Borrower's assets.

(iv) Any representation, warranty or statement made by the Borrower proves to have been incorrect or misleading in any respect when made or deemed to be made and if the Borrower commits any breach or default in performance or observance of these presents or failure to keep or perform any of the terms or provisions of any other agreement between the Bank and Borrower in respect of this Loan/ Facility.

(v) The Borrower does not upon demand furnish acceptable additional or alternate security or Borrower fails to create security in favour of Bank.

(vi) If Borrower dies.

(vii) If Borrower ceases or threatens to cease its business.

(viii) There exist circumstances which in the opinion of the Bank prejudicially affects or may affect the Borrower' ability to pay/ repay the principal and interest thereon or pay the Said Dues or any amount due to the Bank and/ or the Borrower commits any default in the payment of principal amount or interest of any obligation of the Borrower to the Bank when due and payable.

(ix) There is change in ownership, management and control of the Borrower without prior written consent of the Bank.

(x) If there is deterioration or impairment of the securities or any decline/ depreciation in the market value (actual or reasonably anticipated), which may cause securities in the opinion of the Bank to become unsatisfactory as to character or value.

(xi) If the Borrower, suspends making payment on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with any one or more of its creditors (or any class of them) with a view to rescheduling any of its indebtedness or makes a general assignment for the benefit of or composition with its creditors of admits or is ordered to pay any liability and such liability is not paid when due; and if

(a) The value of the assets of the assets of (ix) the Borrower is less than its liabilities;

(b) A moratorium is declared in respect of any indebtedness of the Borrower;

(c) A liquidation order has been passed (x)

against the Borrower in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016;

(d) A resolution plan in respect of the Borrower is not submitted to the adjudicating authority at the end of the

insolvency resolution process period (xi)

under the Insolvency and Bankruptcy Code, 2016;

(e) An application is filed by any financial (xii)

creditor or any operational creditor of the Borrower and/ or Obligor for the insolvency resolution process under the

Insolvency and Bankruptcy Code, 2016.

31. Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, insolvency resolution, liquidation, dissolution, administration, provisional

The Borrower is unable or has admitted in writing its inability to pay any of its indebtedness as they mature or when due.

If the Borrower without prior written consent of the Bank attempts to create any charge, pledge, hypothecation, lien or any other encumbrance over the Borrower's assets or any part of the assets which is made as Security for the repayment of the Loan/ Facility.

If the Borrower being a partnership is under the process of dissolution or is dissolved.

If it is certified by an accountant appointed by the Bank (which the Bank is entitled and hereby authorized to do so at any time) that that the liabilities of the Borrower exceed the Borrower's assets or that the Borrower is carrying on business at a loss or If the Borrower defaults in respect of any other indebtedness to the Bank or any of the Affiliates/group companies of Borrower defaults in respect of their indebtedness to the Bank.

supervision or reorganization (by way of Upon the happening of any of the above event, at voluntary arrangement, scheme of the option of the Bank, and without necessity of arrangement or otherwise) of the any demand upon or notice to the Borrower, all of

Borrower; which are hereby expressly waived by the

(ii) a composition, compromise or Borrower and notwithstanding anything arrangement with any creditor of the contained herein or in any security documents Borrower or an assignment for the executed by/ to be executed by the Borrower in benefit of creditors generally of the the Bank's favour, the Said Dues and all of the Borrower (or a class of such creditors); obligations of the Borrower to the Bank, hereunder shall immediately become due and

(iii) the appointment of a liquidator, receiver, payable irrespective of any agreed maturity, and administrator, administrative receiver, the Bank shall be entitled to enforce its security. compulsory manager, provisional

supervisor, insolvency professional or On the question of whether any of the above other similar officer in respect of the events/ circumstances has occurred/ happened,

Borrower or any of their assets; and the decision of the Bank shall be final, conclusive and binding upon the Borrower. The Borrower

(iv) enforcement of any security interest over shall give to the Bank a notice, if any event of any assets of the Borrower. default

or any event which after the notice or

(v) Any other event which prejudicially alters lapse of time or both would constitute an Event the Bank's interest or may have Material of Default shall have happened, in writing Adverse Effect. "Material Adverse Effect" specifying such an Event of Default or event has shall mean an adverse effect in the happened. If any statutory notice of winding up or condition, financial or otherwise, insolvency under any law or any suit or legal prospect or operations of the Borrower process intended to be filed against the Borrower or any subsidiaries or affiliates, present is served upon the Borrower, then the Borrower or future or which ay in the sole opinion shall promptly notify the Bank.

of the Bank adversely affect the 32. If the Borrower makes default in payment of the repayment of the Loan/ Facility. Said

Dues or any part thereof, the Bank would be

(vi) The Loan/ Facility is utilized for any at liberty (but not bound to do so) to appoint its other purpose other than the purpose nominee as receiver without having resort to a enumerated in this Agreement or the Court of Law and/or to a proceeding in Court, to

Sanction Letter. take possession of the Security of the Borrower

(vii) If one or more judgments or decrees held/to be held by the Bank as security for the have been rendered or entered against Loan/ Facility hereunder or under any other the Borrower and such judgments or security document(s) executed to be executed by decrees are not vacated, discharges or the Borrower in favour of the Bank. stayed for a period of 30 days. And such judgments or decrees involve in the aggregate, a liability which could have a Material Adverse Effect

(viii) Failure of Borrower to get itself rated by a credit rating agency/ies

The Borrower

33. expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with the Bank, under which the Borrower is enjoying financial/ credit facility, such event, including the defaults as mentioned hereinbelow from (a) to (d), shall be considered as an Event of Default occurred under this Agreement and the Bank, shall be absolutely entitled to exercise all or any of its rights under this Agreement or under applicable law including SARFAESI Act 2002 or any corresponding law including right to set off in respect of any amount standing to the credit of the Borrower in any/ all of the loan/ facility(ies) availed/to be availed from the Bank.

(a) Any financial indebtedness of the Borrower is not paid when due or within any originally applicable grace period.

(b) Any financial indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an Event of Default, a default or other similar condition or event (however described).

(c) Any commitment for any financial indebtedness of the Borrower is cancelled or suspended by any of its creditors as a result of an Event of Default, a default or other similar condition or event (however described).

(d) Any creditor of the Borrower becomes entitled to declare any financial indebtedness of the Borrower due and payable prior to its specified maturity as a result of an Event of Default, a default or other similar condition or event (however described).

34. The Borrower agrees that in addition to any other rights enjoyed by the Bank, in the event of the Borrower committing any default, the Bank shall be entitled to disclose to the RBI or any other statutory or regulatory authority or to any other third person, the name/ identity of the Borrower and/or its directors and the default committed. In case of default in payment of any of the Indebtedness to the Bank, the Bank or the RBI will have an unqualified right to disclose or publish the name of the Borrower and/or its directors as defaulters (including as willful defaulters) in such manner and through such medium as the Bank and/ or the RBI in their absolute discretion may deem fit. The Borrower further agrees that the Bank may, as it deems appropriate and necessary disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorized in this behalf by RBI all or any of the following (a) information and data relating to the Borrower (b) the information or data relating to the Loan availed of/to be availed, by the Borrower; and the information and details of the default, if any, committed by the Borrower, in discharge of the Indebtedness .The Borrower agrees and undertakes that (a) the Credit Information Bureau (India) Ltd., and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and the 'Credit Information Bureau (India) Ltd., and any other agency so authorized may furnish for consideration, the processed information and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

35. The Borrower shall upon demand pay to or reimburse the Bank in full a) the legal costs of the preparation of this Agreement, documents creating security and all documents relating thereto (b) all costs, expenses and fees relating to the periodic valuation, inspection, insurance and protection/ preservation in any other manner of the security tendered to the Bank and all costs (including legal fees) incurred by the Bank in preserving perfecting or enforcing any of its rights under or in respect of this Agreement, or any present or future security and other documents.

36. Any forbearance or failure or delay by the Bank 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 Bank shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Bank.

37. The Borrower shall not assign or transfer all or any of its rights, benefits or obligations under this agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement without notice to the Borrower. Notwithstanding any such assignment or transfer, the Borrower shall, unless otherwise notified by the Bank, continue to make all payments under this Agreement to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.

38. The Borrower shall execute in favour of the Bank or any nominee of the Bank any further/ additional/ fresh deeds/ documents etc. whenever required by the bank to do so.

39. The Borrower also undertakes to give irrevocable Power of Attorney in favour of the Bank to authorise the Bank to sell or transfer the said securities (if any) for the purpose of satisfying the repayment of the Loan/Facility.

40. shall, without protest or demur, irrevocably and unconditionally pay, indemnify, defend and hold harmless, the Bank against any and all, losses, liabilities, obligations, damages, litigations expenses, judgments, costs, taxes, penalties, charges, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, whatsoever which may be brought or made against or sustained or incurred by the Bank (whether directly or indirectly and whether paid by Bank or not) or which the Bank may become liable under or in respect of this Agreement and any action or proceedings made or brought against the Bank, its correspondents or confirming banks or agents; without deducting any tax in India whether or not such payment attract

The Borrower
withholding tax in India or requires due certification by a qualified accountant.

41. The Bank shall be entitled to include any amount payable under this clause in the dues payable by the borrower for availing the Loan/ Facility.

42. All notices or other communications under or in connection with the Loan/ Facility shall be given in writing and, unless otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective:

(i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and

(ii) if sent by facsimile, on receipt of a confirmation from the correct facsimile number. Provided, however, that no notice or communication to the Bank shall be effective unless actually received by the Bank. Notices or communication may be made to:

a. the Borrower's address or facsimile number; and

b. the Bank's address or facsimile number of its zonal / regional office specified in the Sanction Letter, or to such other address or facsimile number as may be designated by the Borrower and the Bank in writing to each other. The Borrower acknowledges and confirms that notice, if any, provided by the Bank, as specified in this paragraph or in any other manner whatsoever, of any changes in rate(s) mentioned above or any notice from the Bank for payment of amounts at the changed rate(s), shall be treated by the Borrower as sufficient and reasonable notice to the Borrower and the Bank is not bound to issue any further notice of such changes to the Borrower.

43. The entries made in the accounts / account books / records of the Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and / or a statement signed by a designated officer of

the Bank, shall be final and binding on the Borrower. Such entries and / or statement shall be prima- facie and conclusive evidence of the existence and amount of obligations of the Borrower as therein recorded in respect of the Loan/ Facility. The Borrower agrees to accept the statement of account sent by the Bank or by any other authorized representative of the Bank as conclusive proof of the correctness of any sum claimed to be due from him.

44. The Borrower hereby agrees that in case the Borrower commits default in payment / repayment of the Said Dues to the Bank or in repayment of interest thereon on due date, the Bank and/or RBI, will have an unqualified right to disclose or publish our name or the name of the Borrower and its directors/ partners/ proprietors as defaulter (including willful defaulters) in such manner and through such medium as the bank and/or RBI in their absolute discretion may think fit. The Borrower agrees and undertakes that it shall not induct a person in the capacity of director or promoter who is a director/ partner/ member/ trustee of the company/firm/associate of persons/trust as the case may be, identified as willful defaulter. In the event such a person is found to be a director/ partner/member/trustee of a company/firm/associate of persons/trust, as the case may be, identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such person.

45. The Borrower shall execute in favour of the Bank or any nominee of the Bank any further/ additional/ fresh deeds/ documents etc. whenever required by the bank to do so.

46. This Agreement shall be read in conjunction with the Sanction Letter. In case of any inconsistency, the decision of the Bank in this regard shall be final and binding on the Borrower.

47. In case of any breach in terms of any Event of Defaults as stated hereinabove, the Bank shall have the rights to sell, dispose off or realise the securities on such terms and conditions including price that the Bank in its sole opinion thinks fit and apply the proceeds thereof towards satisfaction of the Loan/ Facility including charges and expenses, if any. Any violation of covenant of Borrower under this Agreement shall also constitute Event of Default .

48. Notwithstanding anything contained above, the Bank may without notice to the Borrower in its sole discretion, share the credit risk of the whole or a part of the Loan/ Facility with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under this Agreement shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under this Agreement to the Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever. Any such sale, assignment or transfer shall conclusively bind the Borrower.

49. undertakes and acknowledges that it is the responsibility of the Borrower to provide the Bank with the appropriate records/ communication address to determine the relevant location of the recipient of service. In case of any tax or related demand due to failure of the Borrower to provide the correct address, the same will be borne by the Borrower.

50. The Borrower unconditionally agrees, undertakes and acknowledges that the Bank has an

unconditional right to cancel the outstanding undrawn commitments under this Agreement at any time during the currency of the Loan/ Facility and that the Bank shall endeavour to provide prior intimation of the same to the Borrower. The Borrower unconditionally agrees, undertakes and acknowledges that the Bank shall have the right to unconditionally cancel its outstanding undrawn commitment in the event of deterioration in the Borrower's creditworthiness.

The Borrower

51. The Borrower undertakes and acknowledges that it is the responsibility of the Borrower to communicate the GSTIN number of particular state for the purpose of billing. In case of unregistered Borrower, the address as given under Borrower's details would be considered for the purpose of computation of GST. In case of registered applicants, the address given under Borrower's Details shall be considered as the registered place of business for the purpose of computation of GST. Please note that for the purpose of this agreement, registered applicant would mean a person registered under the GST Act. For the purpose of this clause, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services Tax ('IGST'), Union Territory Goods and Services Tax ('UTGST') and any other taxes levied under the GST related legislations in India as may be applicable. The term 'GST legislation/s' should be accordingly interpreted.

52. Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into with the Lender, shall be deemed to be the security(ies) under this Agreement and shall not be discharged till such time all the loan(s)/ Facility(ies) are fully discharged to the satisfaction of the Lender. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with the Lender, under which the Borrower is enjoying financial/ credit facility, such event, shall be considered as an Event of Default occurred under this Agreement and the Lender, shall be absolutely entitled to exercise all or any of its rights under this Agreement including right to set off in respect of any amount standing to the credit of the Borrower in any/all of the Loan/ Facility(ies) availed/to be availed from the Lender.

53. This Agreement and all documents executed under/ in relation to this Agreement shall be governed by and construed in accordance with the laws of India.

54. The Borrowers and the guarantors confirm that the Lender may for the purposes of credit reference checks, verification, assignment, etc. disclose any information/documents relating to the Borrowers and the guarantors (pertaining to the Loan/ Facility availed by the Borrower) to any third party appointed by it. The Borrowers and the guarantors further authorize the Lender to disclose said information / documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, databanks, corporates, banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi-judicial authorities.

55. REGULATORY DECLARATION

Declarations (in case Borrower is a company): By signing this Agreement, the Borrower hereby declares that as at the date hereof, none of its directors or guarantor (or any of its directors, if applicable) is a director/ senior officer of a director/senior officer of a banking company, or in a specified near relation of a director/ senior officer of the Lender. Except to the extent disclosed to the Bank, all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arm's length basis. Further, no director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower/ its subsidiary/holding company, or holds substantial interest, in the Borrower/ its subsidiary/ holding company and no directors of any other Bank, including directors of scheduled cooperative bank and directors of subsidiaries/trustees of mutual fund/ venture capital funds holds substantial interest or is interested as director or as a guarantor of the Borrower. The Borrower or any directors/ promoters/ associate concerns/ of any of the Borrower (including the guarantor) are not and, to the best of their knowledge:

a. on the Export Credit Guarantee Corporation's (ECGC's) specified approval list; or

b. convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974; or

c. on RBI's willful defaulters/ caution list; or

d. on the Lender's defaulter list; or

e. or not qualified to act as director in accordance with applicable Law.

In case where the above negative confirmations/ declarations are not true, then the Borrower shall provide a written declaration with details of such relationship to the Lender. If the details of such declaration change during the term of the Facility, then the Borrower shall promptly provide a written declaration to the Lender of any such changes.

56. The Borrower hereby gives specific consent to the Bank/ Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules

framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/ Lender, as and when requested by the concerned 'IU.

57. All matters, questions, disputes, default, difference and or claims arising out of and/ or concerning and/ or in connection and/ or in consequence of breaches, termination or invalidity thereof or relating to this Agreement, whether or not obligations of either or both parties under this Agreement be subsisting at the time of such dispute and whether or not this Agreement has been terminated or purported to the terminated or completed shall be settled by arbitration in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory amendment thereof and shall be referred to the sole arbitrator to be nominated by the Lender/ Bank. The award given by the sole arbitrator shall be final and binding on all parties to all parties to the Agreement. The seat of arbitration shall be Jaipur, Rajasthan. In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

58. Bank shall be entitled to contact the Borrower and the guarantor for any promotional campaign/ offers through any electronic media including WhatsApp. Timely repayment of the Loan/ Facility is essence of this contract.

59. The terms and conditions of this Agreement is adhered with the terms and conditions of the Recovery Policy as per the RBI circular wherein Parties will abide by provisions regarding

a. notice period before taking possession

b. circumstances under which the notice period can be waived

c. the procedure for taking possession of the Security

d. a provision regarding final chance to be given to the Borrower for repayment of Loan/ Facility before the sale / auction of the Security.

e. the procedure for giving repossession to the Borrower and

f. the procedure for sale / auction of the Security Unless otherwise agreed by Bank any payment due and payable under the Agreement and made by the Borrower or received by Bank would be appropriated towards such dues in the order, namely:

(i) EMI or principal amount of the Loan

(ii) PEMI

(iii) Costs, Charges, Expenses, incidental charges and other monies that may have been expended by Bank in connections with recovery;

(iv) Penal charges, interest on over EMI/ installment/ amount/ interest and/ or liquidated damages on defaulted amounts;

(v) Commitment Charge and Fees; vi. towards the interest on costs, fees & charges and other expenses; costs, fees & charges and other expenses; interest on arrears of the Loan/ Facility; repayment of the Loan/ Facility; the balance, if any, towards the Said Dues owed by the Borrower under any other agreement entered into with the Lender or in such manner as the Lender may in its sole discretion consider necessary or expedient.

59A. 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 KFS attached to this Agreement.

60. The date of execution of this Agreement shall be the date as mentioned in Schedule 1. In case the date is kept blank under Schedule 1 of this Agreement and the document is digitally/ electronically signed, the date of execution of this Agreement shall be the date when the Agreement was last signed digitally/ electronically by either party (“Last Digital Date”). With respect to date of execution of documents executed in relation to the Loan/Facilities, the same understanding shall be applied where the document is to be signed by more than one person.

61. The Borrower hereby irrevocably agrees and consents to electronic and/ or digital stamping and/or execution of this Agreement and related documents in any manner as deemed fit by the Bank including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).

62. The Borrower hereby irrevocably agrees, consents and authorizes the Bank to use the Borrower’s/ authorized

signatories' Aadhaar details and core biometric information to authenticate and verify the Borrower/authorize signatories. The Borrower hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Borrower / authorized signatories, it shall be treated as implied and voluntarily consent of the Borrower / authorized signatories to the Bank to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Borrower hereby authorizes the Bank to fetch the Borrower's/ authorised signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.

63. The Borrower hereby irrevocably agrees, consents and accepts that the Agreement and related documents may be executed/ digitally stamped/ stored through the e-platform/digital platform of the Bank or of /through any vendor/s appointed by the Bank and also accept terms of such platform related to execution, e-stamping, data storage etc. The Borrower accepts that the documents accepted and/or executed on such eplatform/ digital platform, shall be valid and binding upon the Borrower and can be relied upon and used by the Bank as a proper form of evidence and the undertakes not to raise any dispute or question as regards the terms and conditions accepted thereon and as regards the documents executed on the electronic/ digital platform. The Bank or such third party vendors shall be entitled to collect all data of the Borrower relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.

64. The Borrower hereby irrevocably agrees and accepts that any communication received and/or sent from the Bank / third party vendors/ agents etc. appointed by the Bank, whether by way of an SMS, email etc. on the registered mobile numbers/email id(s) of the Borrower/Borrower's authorized signatories available with the Bank shall be treated as valid and binding upon the Borrower. The Borrower also agrees consents and accepts that the Bank shall be at liberty to treat the registered mobile number/email id of the Borrower/ Borrower's authorized signatories as valid and permitted cell number / email id for communication.

65. That disbursement of the Facilities into the account of the Borrower would be implied consent of the Borrower to avail the Loan/ Facilities and to abide by all terms and conditions of the Agreement and related documents and the same shall be valid and binding upon Borrower and no dispute shall be raised as regards the authority of the authorized partners/ signatories or otherwise in respect of the documents executed in favour of the Bank.

66. The Borrower irrevocably agrees and consents that the authorized signatory is hereby authorized to

(c) The Borrower confirms that the Bank shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at

authenticate/e-sign/affix digital signature for the purposes of the Loan/ Facilities on any eplatform/digitized platform as may be desired by the Bank.

The Borrower understands and agrees that the Borrower shall keep its electronic devices used for execution of this Agreement fully updated and protected against any virus, malfunction or cyber related threats. The Borrower agrees that neither the Bank or any e- service/ software provider intermediary shall be held responsible for any failure or defect of Borrower's equipment, other software, facilities, third party applications employed by the Borrower, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/ or digital stamping and/ or execution of this Agreement and related documents.

67. The provisions mentioned in clause 60-66 shall apply to all the documents digitally executed by the Borrower and/or Co-borrowers in relation to the Loan/Facilities.

68. The Borrower hereby confirms, acknowledges and agrees that the online acceptance of this Agreement including any addendums hereto through the Website or such other internet or web- based means results in a binding contract between the Parties.

69. The Borrower is aware that transmission of this Agreement, addendums to this Agreement, terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, WhatsApp, websites, online acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications from and providing Communications to the Bank through the

Electronic Media for various matters under this Agreement including in relation to the Loan/ Facility and the operation thereof.

70. In consideration of the Bank permitting the same, the Borrower hereby irrevocably, confirms and undertakes to the Bank as under: (a) The Bank shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what Communications were provided or received, the records of the Electronic Media received by the Bank shall be treated as final, conclusive and binding. (b) The Borrower has ensured and shall ensure that the Communications provided through the Electronic Media to the Bank are provided by the Borrower and hereby agrees and confirms that the Bank shall not be responsible for conducting any verification whatsoever in this regard.

the sole risk of the Borrower. (d) The Bank shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Bank on basis of the Communications through the Electronic Media. (e) The Bank shall not be required to await receipt of the Communications in writing before taking any action in connection with the

Communications provided through any Electronic Media and the non-delivery and non-conformity of such Communications in writing shall not in any manner prejudice the Bank's rights under this Agreement or otherwise. (f) The Bank may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ ies provided to the Borrower in relation to the Communications through Electronic Media. (g)

The Borrower is aware and confirms that the Bank is agreeing to act on any Communications provided through Electronic Media only by reason of and relying upon the undertaking and indemnities contained in this Clause.

DRAWDOWNSCHEDULE

Drawdown Start Date	
Next Tranche Date	
Next Tranche Date	
Next Tranche Date	
Drawdown End Date	

SCHEDULE - I

S.No	Particulars	Description	Details
1.	Details of Execution	Date	
		Place	
2.	Details of Borrower	Name	
		Address	
3.	Details of Co- Borrower	Name	
		Address	
4.	Branch address of the Bank		
5.	Details of Facility/Loan	Amount of Overall term loan facility	
		EMI Presentation Date	
6.	Sanction Letter	Ref. No.	
		Date:	
7.	Repayment schedule	Term:	
		EMI Presentation Date	
		EMI Frequency	
		EMI Start Date:	
		EMI Amount	
		Moratorium Period	
8.	Disbursement in favor of		
9.	Repayment Instruments		

SCHEDULE II (Schedule of Charges) (MBL – Secured by CG)

S.No.	Charges Parameters	Applicable Charges*

1.	Interest Rate	Minimum: Repo Rate / EBR Maximum: Upto 24% p.a.
2.	Loan Processing Charges	Upto 3% of loan amount
3.	Stamping Charges	As per State's Stamp Act
4.	Stamping expenses	₹ 100 (including GST)
5.	Interest on overdue EMI	At the contracted rate of Interest *(Loan IRR)*
6.	Penal Charges on EMI default	₹ 0.65 per ₹ 1,000 (or every part thereof) will be charged daily on overdue EMI
7.	Prepayment / Foreclosure charges	Refer Annexure
8.	Collection Charges	₹ 600 per visit
9.	Cheque/SI/ACH/ECS Return Charges	₹ 500
10.	Statement of Account	₹ 500
11.	Duplicate Amortization / Repayment Schedule	₹ 500
12.	Repayment Instrument Swap Charges *(Replacement of PDC or Change of Bank)*	₹ 1,000
13.	Change in Instalment date	₹ 500 plus difference period interest (if any)
14.	Duplicate Copy of Loan Document	₹ 1,000
15.	Provisional / Final Interest certificate	Nil
16.	Lender NOC / Solvency Certificate	Minimum: ₹ 10,000 & Maximum: ₹ 50,000
17.	ROC filling charges	At actuals
18.	Cheque / Disbursement / Loan cancelation	₹ 1,000 *(within 7 days of cheque issue date)*
		₹ 1,000 plus interest up to cancelation period
19.	Cash Collection Charges (at the time Prepayment / foreclosure only, If cash collection is more than Rs 20,000)	₹ 5 per thousand for cash collection
20.	Duplicate issue of No Dues Certificate	₹ 500
21.	RCU Charges (as per applicability)	₹ 750
22.	Foreclosure Statement Charges	₹ 500
23.	Legal & Courier Charges	₹ 1,100
24.	Default collection charge	₹ 600
25.	Tele Collection charge	₹ 40
26.	Legal / SARFAESI / Incidental Charges*	
S. No.	Charges Parameters	Applicable Charges*
a)	Arbitration	Upto ₹ 5,100
b)	Execution of Arbitration Awards	Upto ₹ 6,800
c)	Complaint U/s 138 (NI Act)/25 (PASS Act)	Upto ₹ 6,800
d)	Issue of Notice U/s 13(2) of SARFAESI Act	Upto ₹ 11,100
e)	Enforcement Action U/s 14 SARFAESI Act	Upto ₹ 17,000
f)	Any Other Legal Action taken by or against Bank	At Actuals

** Chargeable based applicability*

Annexure:

Prepayment Charges for Partial prepayment		
	Slab	Applicable Charge*
a)	If paid upto 6 months from last disbursement date	5% of Amount which is Partial Prepaid
b)	If paid after 6 months & upto 12	No prepayment charge to be taken if total amount deposited in FY up to 25% of POS
	months from last disbursement date	(starting of FY)
		5% of total amount partial prepaid in FY, if sum of all part prepayment crosses the limit of 25% of opening principal in starting of FY. i.e., Charges will be applicable on the total amount partially pre-paid in the same FY.
c)	If paid after 12 months from last disbursement date	No prepayment charge to be taken if amount deposited up to 25% of POS (starting of FY)
		4% of total amount partial prepaid in FY, if sum of all part prepayment crosses the limit of 25% of opening principal in starting of FY. i.e., Charges will be applicable on the total amount partially pre-paid in the same FY.
Prepayment Foreclosure charges for Full closure		
a)	If paid before 12 months from last disbursement date	5% of Balance amount at the time of closure
b)	If paid after 12 months from last disbursement date	4% of Balance amount at the time of closure

Notes:

1. Schedule of charges shall be uploaded on AU Small Finance Bank Ltd. website: https://www.au.bank.in/service-fee
2. Under the credit guarantee scheme, charges (if any) stipulated by respective regulatory body shall prevail over the above mentioned & will be applicable with immediate effects.
3. The above charges are standard, bank may apply charges either as per this schedule or as per bilaterally accepted terms between customer and the bank.
4. The above charges are at maximum level, for any discount or waiver on above charges shall be approved by respective authority as per charges approval matrix.
5. Part payment will be applied over the Principal outstanding, post adjustment of due EMI and Charges, if any.
6. GST and other Government taxes applicable as per prevailing rate will be charged over and above the fees and charges.
7. Bank do not levy any loan related and ad hoc service charges/inspection charges on priority sector loans up to ₹ 25,000.
8. If customer makes part payment in tranches, then the tranche in which total part pre-payments done in FY crosses 25% of POS in the starting of the FY, then prepayment charges will be applicable on all the part payments done earlier in same FY.
9. Minimum part payment amount should be equal to 3 EMIs.
10. No part payment is allowed in Partial disbursed cases and can be made only in full disbursed cases.
11. Default effect will be given on tenure only i.e., tenure will be reduced until written request to give impact on EMI is given by the customer.
12. Impact of part prepayment in both EMI & Tenure is not allowed. In exceptional cases, bank can ask for additional/updated documents from the customer along with the submission of supplementary agreement signed by all the customers in the loan with applicable stamp duty & charges.
13. The terms and conditions, as defined by AU Small Finance Bank, apply. Please refer www.au.bank.in for Further details.

KEY FACT STATEMENT

Part 1 (Interest rate and fees/charges)

1	Loan proposal/ account No.		Type of Loan	MBL Secured By CG
2	Sanctioned Loan amount (in Rupees)			

3	Disbursal schedule (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details	
4	Loan term (year/months/days)	
5	Instalment details	

Type of instalments	Number of EPIs	EPI (₹)	Commencement of repayment, post sanction
Monthly			

6	Interest rate (%) and type (fixed or floating or hybrid)	
7	Additional Information in case of Floating rate of interest	

Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity (Months)		Impact of change in the reference benchmark (for 25 bps change in 'R', change in:)	
				B	S	EPI (₹)	No. of EPIs
N/A	NA	NA	N/A	N/A	N/A	N/A	N/A

8	Fee/ Charges				
		Payable to the RE (A)		Payable to a third party through RE (B)	
		One-time/ Recurring	Amount (in ₹) or Percentage (%) as applicable	One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable
1	Processing Fees	One-time			
2	Legal and Incidental Fees	One-time			
3	PRE EMI	One-time			
4	RCU Charges	One-time			
5	Stamping Expenses	One-time			
6	Stamp Duty	One-time			
7	Valuation Charges	One-time			
8	Insurance Charges			One-time	0
9	Annual Percentage Rate (APR) (%)				

10	Details of Contingent Charges (in ₹ or %, as applicable)		
(i)	Penal charges, if any, in case of delayed payment	Penal Charges on EMI default: Rs 0.65 per Rs 1000 (or every part thereof)will be charged daily on overdue installment.	
(ii)	Other penal charges, if any	NA	
(iii)	Foreclosure charges, if applicable	If paid upto 12 months from last disbursement date	5% of balance Amount at the time of closure.
		If paid after 12 months from last disbursement date	4% of balance Amount at the time of closure.
(iv)	Charges for switching of loans from variable/ floating to fixed rate and vice versa	1% of principal outstanding	
(v)	Any other charges (please specify)	(As per Schedule of charges) - https://www.au.bank.in/service-fee	

Part 2 (Other qualitative information)

<table>
<tr><td>1</td><td>Clause of Loan agreement relating to engagement of recovery agents</td><td colspan="3">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).</td></tr>
<tr><td>2</td><td>Clause of Loan agreement which details grievance redressal mechanism</td><td colspan="3">Call : 1800 1200 1200
Call Center
Email : customercare@aubank.in</td></tr>
<tr><td rowspan="3">3</td><td rowspan="3">Phone number and email id of the nodal grievance redressal officer</td><td>Level 1</td><td>Branch/Asset Centre</td><td>(Please visit www.au.bank.in to locate nearest branch/ asset centers)</td></tr>
<tr><td>Level 2</td><td>The Grievance redressal officer
Office Address: -19- A, Dhuleshwar Garden, Ajmer Road, Jaipur, 302001</td><td>Call: +91-8690998401
Timings: 9.15 am to 6:15 pm Monday to Saturday (except second and fourth Saturdays and Bank Holidays)
Email:grievance.redressal@aubank.in</td></tr>
<tr><td>Level 3</td><td>Principal Nodal Officer</td><td>If the complaint is not resolved or if the customer is not satisfied with the resolution provided within 15 working days, even after contacting various complaint resolution channels, the complaint may be escalated to the Principal Nodal Officer at:
The Principal Nodal Officer
AU SMALL FINANCE BANK LIMITED
CP3– 235, Industrial Area, Apparel Park, Mahal Road, Jagatpura, Jaipur, Rajasthan, PIN - 302022
Or send an e- mail at: pno@aubank.in</td></tr>
<tr><td>4</td><td>Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)</td><td colspan="3">Yes</td></tr>
<tr><td>5</td><td colspan="4">In case of lending under collaborative lending arrangements (e.g., co- lending/ outsourcing),following additional details may be furnished:</td></tr>
<tr><td colspan="2">Name of the originating RE, along with its funding proportion</td><td colspan="2">Name of the partner RE along with its proportion of funding</td><td>Blended rate of interest</td></tr>
<tr><td colspan="2">NA</td><td colspan="2">NA</td><td>NA</td></tr>
<tr><td>6</td><td colspan="4">In case of digital loans, following specific disclosures may be furnished:</td></tr>
<tr><td colspan="3">(i) Cooling off/look-up period, in terms of RE’s board approved policy, during which borrower shall not be charged any penalty on prepayment of loan</td><td colspan="2">NA</td></tr>
<tr><td colspan="3">(ii) Details of LSP acting as recovery agent and authorized to approach the borrower</td><td colspan="2">NA</td></tr>
</table>

Annex B

Illustration for computation of APR for Retail and MSME loans

Sr.No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees) (Sl no. 2 of the KFS template – Part 1)	
2	Loan Term (in years/ months/ days) (Sl No.4 of the KFS template – Part 1)	

a)	No. of instalments for payment of principal, in case of non-equated periodic loans	
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments) (Sl No. 5 of the KFS template – Part 1)	
c)	No. of instalments for payment of capitalised interest, if any	
d)	Commencement of repayments, post sanction (Sl No. 5 of the KFS template – Part 1)	
3	Interest rate type (fixed or floating or hybrid) (Sl No. 6 of the KFS template – Part 1)	
4	Rate of Interest (Sl No. 6 of the KFS template – Part 1)	
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	
6	Fee/ Charges payable (in Rupees)	
A	Payable to the RE (Sl No.8A of the KFS template-Part 1)	
B	Payable to third-party routed through RE (Sl No.8B of the KFS template – Part 1)	
7	Net disbursed amount (1-6) (in Rupees)	
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees)	
9	Annual Percentage rate- Effective annualized interest rate (in percentage) (Sl No.9 of the KFS template-Part 1)	
10	Schedule of disbursement as per terms and conditions	
11	Due date of payment of instalment and interest	

Annex C

Illustrative Repayment Schedule under Equated Periodic Instalment for the hypothetical loan illustrated in Annex B

Instalment No.	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Instalment (in Rupees)
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				

ANNEXURE I

LETTER OF GENERAL LIEN AND SET OFF

To,

AU Small Finance Bank Limited,
SURAT_ALAY COMPLEX_ASSET CENTER 9114 (“Lender/ Bank”),

LETTER OF GENERAL LIEN, SET-OFF IN RESPECT OF DEPOSITS/CREDIT BALANCES/MARGIN PAYMENTS/MONIES created in favour of the Lender and CROSS COLLATERIZATION/CROSS LINKING of PROPERTIES,SECURITIES, ASSETS, RECEIVABLES AND SECURITY INTERESTS (“SECURITY”) in consideration of the Lender granting or continuing to make available loan/ facility of Rs.
Agreed loan amount (Rupees In words) (“Facility”) to the Undersigned, pursuant to the terms of sanction letter ref dated

The Undersigned hereby acknowledges, agrees and undertakes that: -

1. The Bank may, at any time, combine or consolidate all or any of the existing accounts of the Undersigned (of whatsoever nature) and set off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any of the liabilities of the Undersigned towards the Bank on any other account or in any other respect, whether as principal, or surety or otherwise, whether such liabilities be present or future, actual or contingent, primary or collateral and several or joint.
2. The Undersigned:- (a) shall neither withdraw nor shall be entitled to withdraw any such sums (so that the Bank shall have no obligation to release or repay any such sums to the Undersigned) and shall not do or omit to do any act or thing which may in any way delay or prejudice the Bank's right to retain such sums and/or apply all or any part of such sums in or towards such payment, discharge or satisfaction; (b) shall not mortgage, charge, pledge, hypothecate or otherwise encumber or assign, transfer or otherwise deal with or grant or suffer to arise any third party rights over or against the Security (except for encumbrance already created in favour of the Bank) and/or whole or any part of such sums.
3. The Bank is authorised, in its absolute discretion, at any time and from time to time to notify any other creditors of the Undersigned of the terms and undertakings set out herein;
4. Notwithstanding anything contrary contained in the Agreement and/or any other document executed in furtherance of the Loan/Facility extended under the Agreement or any other document executed in furtherance of the facility already extended or to be extended by the Lender (which term shall include and the subsidiaries, affiliates/associate entities of the Lender) at a future date ("Transaction Document").

A. the Security created by the Undersigned or any other obligor towards the Facility(s) availed under the present Transaction Documents shall also be a continuing security for:

(i) all other monies that may be due from and payable by the Undersigned on account of the facilities already availed or to be availed from the Lender.

(ii) facility granted / continued to the group companies/associate/affiliates of the Undersigned, as declared from time to time.

B. that any security created by the Undersigned and/or the, under any other Transaction Documents executed or to be executed in favor of Lender and against which the Lender has already extended or shall extend facility, shall be a continuing security for the Facility extended under the present Transaction Documents and the security already extended or to be extended, shall not be discharged till the time all facilities already availed or to be availed from the Lender are re-paid in full and discharged to the satisfaction of the Lender.

C. that the Lender shall have lien and right of set off over all such security created in favor of the Lender under any Transaction Document executed at present, in past or in future, and against all monies,deposits, assets and other properties of the Undersigned, which are deposited with/ under the control of the Lender (or any of its group companies) by giving 07 days' prior notice to the Undersigned.

D. that the Lender shall be within its rights to withhold the No Objection Certificates and/or withhold issuance No Dues Certificates and/or withhold the security created, in its sole discretion, for any loan/facility/credit facility pending closure of all other loan/facility/credit facility availed by the Undersigned before or after availing the Loan/Facility/ Credit Facility under the present Transaction Documents.

E. The Security created under the Agreement and the liability of the Undersigned shall not be affected,impaired or discharged by winding up (voluntary or otherwise) or by any change in name, merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of any of the Undersigned.

F. that in the event of any default being committed by the Undersigned under any other agreement with the Lender, under which the Undersigned is enjoying financial/ credit facility, such event, shall be considered as an Event of Default occurred under the present Transaction Documents and the Lender,shall be absolutely entitled to exercise all or any of its rights under the Agreement including right to set off in respect of any amount standing to the credit of the Undersigned in any/all of the loan/facility(ies) availed/to be availed from the Bank.

5. Nothing herein shall restrict the operation of any general lien, set-off or other rights or remedies available to the Bank, whether by law or otherwise, and this letter of general lien, set-off and cross collateralization is in addition and without prejudice to any lien, guarantee, mortgage, hypothecation or security now or hereafter held by the Bank;
6. This letter of general lien, set-off and cross collateralization is governed by and shall be construed in accordance with the laws of India and the Undersigned hereby irrevocably submits to the jurisdiction of the Courts at Jaipur. The Undersigned further undertakes, on the Bank's request, to nominate an agent with an address in India to accept service of any legal process in India on behalf of the Undersigned and such agent shall acknowledge in writing to the Bank its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on the Undersigned.
7. The Parties acknowledge and agree that the date of this letter shall be the date as mentioned below. In case the date is kept blank in this letter and if the document is digitally/electronically signed, the date of this letter shall be the date when the letter was last signed digitally/electronically by any of the Undersigned/executor ("Last Digital Date"). With respect to date of execution of documents executed in relation to the Facility/Loan, the same understanding shall be applied where the document is to be signed by more than one person.

Name	SIGNATURE	DATE	PLACE
Borrower			
Co-Borrower			

Co-Borrower			

ANNEXURE II

(Example of SMA, NPA Classification and NPA Upgradation Term Loan Cases)

1. IRAC Circular Refer Para No. 2.1.2 (i) - interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan Example Description - SMA and NPA Classification of Term Loan Cases based on overdue date.Example Detail: If due date of a loan account is March 31, 2021, and complete dues are not received before the lending institution runs the day-end process on this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue.Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021. This is further elaborated as below mention table:

Date	DPD	Classification
"31-Mar-21(Due Date)"	1	SMA-0
30-Apr-21	3 1	SMA-1
30-May-21	6 1	SMA-2
29-Jun-21	9 1	NPA

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears of interest and principal are paid by the borrower

Date	Due Amount	DPD	Classification
"31-Mar-21(Due Date)"	10000	1	SMA-0
30-Apr-21	10000	3 1	SMA-1
30-May-21		6 1	SMA-2
31-May-21	10000		
29-Jun-21		9 1	NPA
30-Jun-21	10000		
1-Jul-21			Upgradation*

*Upgradation of Account to standard category can be done after total pending due of Rs. 40000 is received from borrower by the Bank

2. IRAC Circular Reference Para No. 4.2.7 (c) - Asset Classification to be borrower-wise and not facility-wise Para No. 4.2.7.1 -It is difficult to envisage a situation when only one facility to a borrower/ one investment in any of the securities issued by the borrower becomes a problem credit/ investment and not others. Therefore, all the facilities granted by a bank to a borrower and investment in all the securities issued by the borrower will have to be treated as NPA/ NPI and not the particular facility/ investment or part thereof which has become irregular.

Example Description - NPA Classification on based on borrower wise and not facility wise.

Example: If any Facility of customer is classified as NPA upon running day-end process as on date, all the facility of the customer need tobe classified NPA upon same day. It is further explained as below mention table:

Customer ID	Facility Name	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example
A	Term Loan 2	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified
	Cash Credit/Overdraf	29-Jun-21	NPA NPA Classified Due to Customer A Term Loan 1 is
A			classified NPA

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account: loan accounts classified as NPAs may be upgraded if arrears of interest and principal are repaid in all the facilities of the borrower

Customer ID	Facility Name	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example
A	Term Loan 2	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Cash Credit / Overdraft	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Term Loan 1	15-Jul-21	Upgrade*
A	Term Loan 2	15-Jul-21	Upgrade*
A	Cash Credit / Overdraft	15-Jul-21	Upgrade*

*Upgradation of Borrower's accounts to standard can be done if arrears of interest and principal are repaid in all the facilities of the borrower

DECLARATION

The Borrower acknowledges to have read and understood all the foregoing terms of this Agreement, including the Schedules and Annexures to this Agreement and is affixing its signature (physical/digital as the case maybe)/thumb impression/ common seal on the last page of this Agreement evidencing the same. The Borrower further agrees and confirms that the Parties shall not be required to sign at each page of this Agreement and the signatures at the last page of this Agreement would be sufficient for the purposes of this Agreement.

Borrower confirms that whatever has been stated hereinabove in this Agreement is true and correct to the best of its knowledge and belief and the Borrower has entered into this Agreement voluntarily, with full knowledge of its effect and signing of this Agreement at the last page shall be construed as signing of each and every page of this Agreement and all other documents.

IN WITNESS WHEREOF I/WE hereunder to set my/our hands

For the Borrower Signed and Delivered by the above-mentioned Borrower/Authorized Signatory Name: On behalf of the within named Borrower	Signature:
For the Co-Borrower Signed and Delivered by the above-mentioned Co-Borrower/Authorized Signatory Name: On behalf of the within named Co-Borrower	Signature:
For AU Small Finance Bank Limited Signed and Delivered by its Authorized Signatory/Constituted Attorney Name: On behalf of the within named Bank/AUSFB	Signature:

LETTER OF DEBIT AUTHORISATION

To,
AUSMALLFINANCEBANKLIMITED
19-A, Dhuleshwar Garden,,
Ajmer Road,
Jaipur - 302001,

Dear Sir/Madam

Subject: Debit Authorization

This is in reference to your Sanction Letter as mentioned in the Schedule granting us Loan / credit facilities as mentioned in the Schedule. We the Borrower as mentioned in the Schedule do hereby irrevocably authorize you to debit my/our Loan account no as mentioned in the Schedule and/ or SB/CA/CC/OD account no as mentioned in the Schedule maintained with Au Small Finance Bank Limited at the branch as mentioned in the Schedule towards Processing fee, Interest , Installment, Expenses , Other Charges, Commissions, Costs, Insurance Premium and Principal

Amount as may be applicable in relation to the above said credit facilities as per sanctioned terms and conditions mentioned in above mentioned Sanction Letter.

The Parties acknowledge and agree that the date of this letter shall be the date as mentioned in Schedule. In case the date is kept blank under Schedule of this letter and if the document is digitally/electronically signed, the date of this letter shall be the date when the letter was last signed digitally/electronically by the Borrower/executor ("Last Digital Date"). With respect to date of execution of documents executed in relation to the Facility/Loan, the same understanding shall be applied where the document is to be signed by more than one person.

We are aware that on the faith of this letter you have agreed to provide the said Loan / Credit Facilities to us. Yours truly,

For the Borrower
Signed and Delivered by the above-mentioned Borrower/Authorized Signatory Name:
On behalf of the within named Borrower/Authorized Signatory Signature:

SCHEDULE - I

S.No.	Details	Particulars	Description
1.	Details of Execution	Date	
		Place	
2.	Sanction Letter	Reference:	
		Date:	
3.	Facility Details	Type of Facility	
		Amount	
4.	Details of Borrower	Name	
		Address	
5.	Loan Account No./. SB/CA/CC/OD Account No		
6.	Branch of the Bank		

END USE LETTER

To,
AU Small Finance Bank Limited,
SURAT_ALAY COMPLEX_ASSET CENTER 9114

Ref: Loan Application No as mentioned in the Schedule and Loan Account No. as mentioned in the Schedule in the name of Borrower as mentioned in the Schedule

Sub: End use of funds borrowed fromAU Small Finance Bank Limited ("Bank")

Dear Sir,

I/We, refer to the Application No. and date as mentioned in the Schedule. I/We had availed the facility as mentioned in the Schedule ("Facility") vide facility agreement dated as mentioned in the Schedule ("Facility Agreement"). The Facility is utilized for below mentioned purpose as mentioned in the Schedule

I/We hereby represent, warrant and confirm that the aforesaid purpose is a valid purpose and is not speculative or illegal in any manner.

I/We further agree, confirm and undertake that the purpose of use of funds under the Facility shall not be changed/ has not been changed in any manner during the tenor of the Facility under the Facility Agreement; or that such change in purpose shall take place only with the prior written permission of the Bank.

I/We agree that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an Event of Default under the facility agreement and/or the Lender may initiate any prompt action as may be necessary at its sole discretion including and not limited to recall of the facility.

I/We agree that any breach or default in complying with all any of the aforesaid undertaking(s) will constitute an Event of Default under the Facility Agreement.

The Parties acknowledge and agree that the date of this letter shall be the date as mentioned in Schedule. In case the date is kept blank under Schedule of this letter and if the document is digitally/electronically signed, the date of this letter shall be the date when the letter was last signed digitally/electronically by the Borrower/executor ("Last Digital Date"). With respect to date of execution of documents executed in relation to the Facility/Loan, the same understanding shall be applied where the document is to be signed by more than one person.

SCHEDULE

S.No.	Details	Particulars	Description
1.	Details of Execution	Date	
		Place	
2.	Details of Borrower	Name	
		Address	
3.	Details of Application	Number	
		Date	
4.	Facility amount		
5.	Date of Facility Agreement		
6.	Purpose		
7.	Loan Account no.		

For the Borrower
Signed and Delivered by the above-mentioned Borrower/Authorized Signatory Name:
On behalf of the within named Borrower Signature:

For the Co-Borrower
Signed and Delivered by the above-mentioned Co-Borrower/Authorized Signatory Name:
On behalf of the within named Co-Borrower Signature:

DUAL SIGNATURE / NAME INDEMINITY

I..

S/o, W/o, D/o ....

R/o ....

....

Aged about...Years, do solemnly affirm that :

1. My name is ....
2. I am also known as ....
3. Both the signature i.e., ... and ....
4. That my signature are ....

That apart from the aforesaid names and signature I do not name and sign in any other manner.

DEPONENT

VERIFICATION

I, the above name deponent do hereby verify that the contents of my above affidavit are true and correct to my knowledge and belief and nothing material has been concealed there from.

Verified at .... (Place) on this ....day of ....

DEPONENT

SIGNATURE VERFICATION LETTER

This is to certify that the entity as mentioned in Schedule below is maintaining a Current/Saving bank account bearing number as mentioned in Schedule below with the bank as mentioned in Schedule below and operating that account in the normal course of its business / activities. The authorized signatory for the operation of the account is as mentioned in Schedule below. His/hers signature as appearing below is duty attested (as per the records available with the bank.)

The Parties acknowledge and agree that the date of this letter shall be the date as mentioned in Schedule. In case the date is kept blank under Schedule of this letter and if the document is digitally/electronically signed, the date of this letter shall be the date when the letter was last signed digitally/electronically by the Parties (“Last Digital Date”). With respect to date of execution of documents executed in relation to the Facility/Loan, the same understanding shall be applied where the document is to be signed by more than one person.

SCHEDULE

S.No.	Details	Particulars	Description
1.	Details of Execution	Date	
		Place	
2.	Details of the Entity	Name	

		Address	
3.	Details of Bank Account	Number	
		Bank Name	
		Authorized Signatory	

For the Borrower Signed and Delivered by the above-mentioned Borrower/Authorized Signatory Name: Signature: On behalf of the within named Borrower/Authorized Signatory
For the Bank Signed and Delivered by the above- mentioned Bank/ Authorized Signatory/ Branch Manager Name: Signature: On behalf of the within named Bank/Authorized Signatory/Branch Manager

STANDING INSTRUCTION/MANDATE/NACH

From:

Date:

To:

The Branch Head,

SURAT_ALAY COMPLEX_ASSET CENTER,

AU SMALL FINANCE BANK LIMITED

Re: Execution of Standing Instructions/Mandate/Existing NACH

Dear Sir,

This is with reference to my loan application no...dated ....for loan amounting to Rs. (Rupees ....only) submitted to AU Small Finance Bank Limited ("the Bank"). My customer ID is.................

I authorize you to debit a sum of Rs. .... (Rupees ....only) on the...of every month starting .... from my savings/current accounts with the Bank, being the monthly EMI due to you.

This instruction is irrevocable. Yours Truly,

For the Borrower Signed and Delivered by the above-mentioned Borrower/Authorized Signatory Name: On behalf of the within named Borrower Signature:

UNATTESTED DEED OF HYPOTHECATION

This deed of hypothecation("Deed")is made and executed at the date and place as mentioned in Schedule I by The persons set forth in Schedule I (Description of Borrower) (hereinafter referred to as the "Borrower", which expression shall unless it be repugnant to the meaning or context thereof be deemed to mean and include its successor(s) and permitted assign(s)) of the ONE PART;IN FAVOUR OF

AU Small Finance Bank Limited,a small finance bank having its registered office at 19-A Dhuleshwar Garden, Jaipur, Rajasthan (hereinafter referred to as the"Lender"which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successor(s) and permitted assign(s) of the OTHER PART.

The Borrower and the Lender shall collectively be hereinafter referred to as the "Parties" and individually as a"Party".

WHEREAS:

A. The Borrower has approached the Lender for a loan/credit facility as mentioned in Sanction Letter and the Lender has agreed, at the request of the Borrower, to grant to the Borrower a loan of an amount as mentioned in Schedule I (hereinafter referred to as the "Loan/Credit Facility") subject to and in accordance with and for the purpose mentioned in loan/credit facility agreement executed by the Borrower for availing Loan from the Lender (hereinafter referred to as "Loan/Credit Facility Agreement").

B. The Borrower has accepted the terms and conditions stipulated by the Lender and in consideration of the Lender providing the Loan/Credit Facility to the Borrower, the Borrower agrees that it shall secure the Loan/Credit Facility, inter alia, by a first and exclusive charge/ pari passu charge as per sanction letter, by way of hypothecation of its Assets.

C. The Lender has called upon the Borrower to execute these presents which the Borrower has agreed to do in the manner hereinafter expressed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Definitions and Interpretations

For all purposes of this Deed capitalized terms not otherwise defined in below shall have the meaning assigned thereto in the Loan/Credit Facility Agreement.

1.1 Defined Terms

As used in this Deed, the following terms shall have the following meanings:

"Applicable Law “means, with respect to any person, all laws, statutes, treaties, rules, regulations, determinations, orders, writs, processes, decrees, injunctions, judgments, or awards of an arbitrator, a court or any other Governmental Authority, and all governmental authorizations binding upon or applicable to such person or to any of its properties or Assets. "Assets" shall mean all present and future movable assets, Receivables and Debt Assets, current assets, plant & machinery as hypothecated to the Lender and as described in Schedule I.

"Debt Assets" shall mean all the amounts due from debtor(s) of the Borrower to the Borrower as per the books of accounts of the Borrower at the relevant point of time and which have not remained overdue for more than 89 days and shall include the interest payable thereupon.

"Receivables “shall mean all the cash flows, monies, other income and other amounts, present and future, accruing from or arising out of the business of the Borrower including without limitation, any amounts receivable (including any balance receivables in relation to the business of the Borrower) and, or, to be received by the Borrower directly or indirectly, and shall also include all insurance proceeds pertaining of the Borrower for any insurance obtained by it as per the instructions of the Lender.

"Outstanding Amounts” mean principal amount of the Loan/Credit Facility outstanding from time to time, and all interests, penal charges, interest on overdue EMI/ installment/ amount/ interest, expenses, prepayment interest, fees, costs, commissions, charges and other amounts due under or in respect of the Loan/Credit Facility Agreement. 1.2 Principles of Interpretation In construing this Deed:

(i) time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

(ii) unless the context otherwise requires, words importing singular shall include plural and vice versa;

(iii) articles and schedule headings are for reference only and shall not affect the construction or interpretation of this Deed;

(iv) references to articles and schedules are references to articles and schedules of and to this Deed;

(v) annexures and schedules form an integral part of this Deed. In the event of any conflict between any article of the Deed and any of the annexures and schedules, the provision of the article shall prevail;

(vi) reference to any agreement, including this Deed, any other deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s);

(vii) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day;

(viii) the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Deed as a whole;

(ix) the use of the word "including" followed by specific example(s) in this Deed, shall not be construed as limiting the meaning of the general wording preceding it;

(x) wherever the context so requires, the use of masculine gender to refer the term 'Borrower' shall mean and be construed as the feminine gender. In the event the Loan/Credit Facility is availed by a Co-Borrower, the term "Borrower" shall include the Co- Borrower, unless the context otherwise requires.

(xi) wherever the context so requires, the articles pertaining to a Borrower who is an individual/sole proprietary concern, partnership firm, company, society, joint liability group shall be applicable on such individual/sole proprietary concern, partnership firm, company, society, joint liability group on the basis of type of entity it is.

(xii) the terms and expressions not herein defined shall have the interpretation and meaning assigned to them in terms of the General Clauses Act, 1897.

(xiii) References to a"person"or"Person"(or to a word importing a person) shall be construed so as to include:

(a) individual, sole proprietorship, firm, partnership, limited liability partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any Governmental Authority or other entity or organization (whether or not in each case having separate legal personality);

(b) that person's successors in title, executors, and permitted transferees and permitted assignees; and

(c) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, subcontractors, agents, attorneys and other duly authorized representatives.

(xiv) In the event of any disagreement or dispute between the Lender and the Borrower regarding the materiality or reasonableness of any matter, the opinion of Lender as to the materiality shall be final and binding on the Borrower.

(xv) Reference to any statute or statutory provision shall include:

(a) all statutory instruments or orders including subordinate or delegated legislation (whether by way of rules, notifications, bye-laws and guidelines) made from time to time under that statute or statutory provision (whether or not amended, modified,re-enacted or consolidated); and

(b) such provision as from time to time amended, modified, re- enacted or consolidated, to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Deed and (to the extent liability thereunder may exist or can arise) shall include any past statute or statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the statute or statutory provision referred to has directly or indirectly replaced.

2. Covenant to Pay/Repay

In pursuance of the Loan/Credit Facility Agreement and in consideration of the Loan/Credit Facility granted/ agreed to be granted and advanced to the Borrower by the Lender, the Borrower covenants and agrees that the Borrower shall repay the Loan/Credit Facility, or any part thereof and the other payments including interest payments, penal charges, interest on overdue EMI/installment/amount/interest, charges, costs etc.as specified in the Loan/Credit Facility Agreement (as and when the same fall due for payment as more particularly specified in the Loan/Credit Facility Agreement) and shall pay all Outstanding Amounts due in the manner as set out in the Loan/Credit Facility Agreement and shall duly observe and perform all the terms and conditions of the said Loan/Credit Facility Agreement.

3. Charging Clause

3.1 As security for the Outstanding Amounts and also as security for payment of any other charges, costs (between attorney and client) and expenses payable to or incurred by the Lender in relation thereto, the Borrower hereby charges and hypothecates in favour of the Lender all the present and future Assets now or at any time during the continuance of the Loan Agreement/this Deed. The Assets shall remain hypothecated and remain under charge to the Lender as security for the payment by the Borrower to the Lender of the said Outstanding Amounts. The charge-cum-hypothecation created on the Assets shall rank as first and exclusive/pari passu/second charge as per sanction letter.

3.2 In case the charge is created on pari passu basis, the Borrower shall be free to borrow additional funds for its normal needs from other lenders. The Borrower will obtain NOC from the bank for ceding pari passu charge on the security within the time frame as per sanction letter. The security cover for the facility to be kept at minimum agreed ratio, if any, as per terms of Sanction Letter.

3.3 The Borrower shall not, without the prior written consent of the Lender during the continuance of the Loan/Credit Facility Agreement /this Deed, create or attempt to create any charge or any further security interest or encumbrance of any kind over the Assets or any part thereof and the Borrower shall do all such acts and things required to preserve the Assets.

3.4 The charge/hypothecation shall be deemed to be created on the Assets immediately on the execution of this Deed.

3.5 The Borrower specifically agrees that any addition, escalation or accretion to the Assets /security, accruing in respect of the Assets or by way of production and profits thereto or any part thereof shall also be deemed to be hypothecated with the Lender. The Parties agree that there is no need for signing any additional supplementary agreement in this respect.

4. Security

4.1 Continuing Security

The security created over the Assets by or pursuant to this Deed and/or under the Loan/Credit Facility Agreement or any other finance document executed by the Parties is a continuing security and shall remain in full force and effect, notwithstanding any intermediate part payment or settlement of account or other matter or thing whatsoever, and in particular the intermediate part satisfaction by the Borrower of any part of the Outstanding Amounts, and is in addition, and without prejudice, to any other security, guarantees, lien, indemnities or other right or remedy which the Lender may now or hereafter hold for the Outstanding Amounts or any part thereof.

4.2 Other Security

This security of Assets is in addition to, and shall neither be merged in, nor in anyway exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Borrower or any other person in respect of the Outstanding Amounts.

4.3 Avoidance of Payments

If any amount paid by the Borrower in respect of the Outstanding Amounts is held to be void or set aside on the liquidation or winding up of the Borrower or otherwise, then for the purposes of this Deed, such amount shall not be considered to have been paid by the Borrower.

5. Further Security and Agreements

5.1 The Borrower hereby covenants with the Lender that in case the security on the Assets provided by the Borrower has become inadequate in the opinion of the Lender, the Borrower shall:

(i) inform the Lender about the same; and

(ii) promptly furnish such additional security to the entire satisfaction of the Lender and as may be required by the Lender to secure the due payment of the Outstanding Amounts.

5.2 The Borrower further agrees to hypothecate more assets as directed by the Lender from time to time at the sole discretion of the Lender, to secure the payment/repayment of the Outstanding Amounts/advanced, and details of such assets will be annexed to this Deed. The additional assets hypothecated by the Borrower shall include all fittings, fixtures, tools, accessories and parts whatsoever pertaining to the said additional assets and all replacements of or additions made to the said additional assets from time to time.

6. Release of Security

Subject to the terms contained in the Loan/ Credit Facility Agreement, only on the Borrower paying in full the entire Outstanding Amounts to the satisfaction of the Lender in the manner provided in the Agreement and in other security documents, the Lender shall with reasonable promptness, upon the written request and at the expense of the Borrower, release unto the Borrower, or as the Borrower shall direct and do all such other things as maybe reasonably necessary to release, the Assets from the security created hereunder (other than such of the said Assets as may have already been released pursuant to the Loan/Credit Facility Agreement).

7. Further Assurances

The Borrower hereby covenants and undertakes, from time to time and at all times, whether before or after the security constituted hereunder shall have become enforceable, to execute, pay and do, at the expense of the Borrower, all such charges, transfers, assignments, deeds, assurances, documents, agreements, instruments, acts, matters and things in such form and otherwise as the Lender may reasonably or by law require for perfecting and protecting the security intended to be hereby constituted or facilitating the realization thereof or otherwise in relation to enforcing the same.

8. Declarations of the Borrower

8.1 The Borrower reiterates the representations and warranties contained in the Loan/ Credit Facility Agreement and acknowledges and confirms that the same have been made with the intention of inducing the Lender to enter into this Deed, and further acknowledges that the Lender has entered into this Deed on the basis of, and relying on, each of such representations and warranties given by the Borrower.

In addition to the representations and warranties made by the Borrower under the Loan/Credit Facility Agreement, the Borrower hereby undertakes and declares as follows:

(i) The Borrower shall keep the Assets in good and marketable condition.

(ii) The Borrower shall pay all rent, taxes, any other charges in respect of the premises where the Assets are stored and to display the name of the Lender as the entity in whose favour the assets stored therein are charged.

(iii) The Borrower shall pay all taxes (including stamp duty) in connection with the execution, enforcement and performance under this Deed and the registration thereof.

(iv) This Deed shall be registered, if required by the Lender. In the event the Borrower is a company, form CHG-1 with respect to security creation under this Deed over the Assets shall be filed with the Registrar of the Companies within thirty (30) days of execution of this Deed. Upon submission of a copy of this Deed and the prescribed CHG-1 containing the prescribed particulars for registration of the registrable charges created hereby, forthwith on the execution of this Deed to the Registrar of Companies, the Borrower shall comply with all the legal requirements necessary to create a valid and enforceable hypothecation in favour of the Lender, and will have obtained all necessary consents, approvals and permissions.

8.2 The Borrower further declares, represents and warrants that:

(i) It has the power to execute, deliver and perform the terms and provisions of this Deed and has taken all necessary action (including any corporate action as required) to authorize the execution, delivery and performance of this Deed;

(ii) This Deed when executed and delivered will constitute valid and legally binding obligations enforceable in accordance with its terms;

(iii) Neither the execution nor performance of any document to which it is a party, nor the compliance with its terms will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under this Deed, agreement or other instrument to which the Borrower is a party or by which it is bound, or vice versa or violate any of the terms or provisions of the Borrower's memorandum and articles of association or other governing document or any judgment, decree or order or any statute,rule or regulation applicable to the Borrower;

(iv) The Borrower hereby declares that subject to what is contained hereinbefore, the Assets are and will, at all times, be the absolute property of the Borrower.

(v) The provisions of this Deed are effective to create in favor of the Lender a legal, valid and enforceable charge on the Assets on which the Borrower purports to grant a charge pursuant hereto including without limitation, a legal, valid and enforceable security interest, and appropriate recordings and filings which will be made promptly after the execution of this Deed in all appropriate public offices, and all other necessary and appropriate action will be taken so that as soon as this Deed has been so recorded and filed, it will create an effective charge on all right, title and interest of the Borrower in the Assets covered thereby, and all necessary and appropriate clearances and consents (if any) for the creation, effectiveness, priority and enforcement of such Assets have been obtained;

(vi) The Borrower agrees to accept, as conclusive proof of the correctness of any sum claimed to be due from the Borrower to the Lender in relation to the Loan/Credit Facility, a statement of account made out from the books of the Lender and signed by the duly authorized officers of the Lender without production of any other voucher, documents or papers;

(vii) The Borrower agrees that if the Assets are realized by repayment or otherwise, it shall be forthwith paid to the Lender to be applied in reduction of the indebtedness to the Lender in respect of the Outstanding Amounts and other amounts payable by the Borrower to the Lender under the Loan/Credit Facility Agreement. The Borrower shall not transfer or deal with the Assets upon being prohibited by the Lender from doing so.

9. Covenant and Undertakings

9.1 Subject to the terms of Applicable Law, the Borrower does hereby further covenant that:

(i) The Lender and / or its officials without notice to the Borrower and at the Borrower's risk and expenses shall be entitled to enter into any place where the Assets are stored and to inspect, value or take possession of the Assets. The Borrower shall if so required by the Lender cause and indication or marking with the name of the Lender and a statement to the effect that the Assets stored, kept or otherwise recorded have been hypothecated in favor of the Lender, distinctly affixed/ written/ printed thereon to be shown at all times in a conspicuous manner upon on all or any such premises and/or records where the Assets are maintained and/or recorded, during the continuance of the security interest created in this Agreement.

(ii) The Borrower shall furnish to the Lender, whenever required by the Lender, full and correct particulars/ statements of all the Assets and shall allow the Lender or its authorized agents to take inspection of all the books of accounts and shall produce such evidence as the Lender may require as to the value thereof. It shall be lawful for the Lender at any time and from time to time during the continuance of the security to appoint and employ at the Borrower's expense, in all respects and for such period as the Lender shall think fit, a person or persons or a firm or a company to inspect the value of all or any of the Assets on behalf of the Lender and the Borrower shall pay to the Lender on demand all the expenses fees in respect thereof or incidental thereto (the Lender's statement being conclusive). In default, the Lender may be at liberty to debit the amount thereof to the Borrower's accounts in the Lender's books and the same shall be treated as advance until payment thereof.

(iii) Insurance

(a) The Borrower shall at its own cost and expense keep or cause to be kept the Assets fully insured against such risks, and for such amount(s) and for such period and in such form(s) as the Lender may from time to time require, with the Lender named as loss payee therein.

(b) In relation to such insurances as are required to be maintained pursuant to sub-clause (a) above, the Borrower shall not do or suffer to have been done any act which may invalidate such insurance.

(c) In the event of any failure by the Borrower to obtain such insurances and/or to furnish proof of the same to the Lender, the Lender may (but shall not be bound to) insure the Asset(s) at the Borrower's cost. If the Lender pays the premium, or any other monies, for /towards the insurance of the Asset(s), the Borrower shall reimburse all such sum paid by the Lender.

(d) In the event the Borrower becomes entitled to make any claims under the above insurances, it shall promptly make a claim under such insurances and first apply all monies received either in reinstatement of the security insured or towards repayment of the outstanding amount.

9.2 In addition to the covenants set forth in Clause 9.1, subject to the terms of Applicable Law, the Borrower does hereby further covenant that it will not, except as otherwise expressly provided in the Loan/Credit Facility Agreement, create or permit to exist any lien on the Assets or any portion thereof.

10. Event of Default and Enforcement

10.1 Event of Default

The security created hereunder in favor of the Lender shall become enforceable by the Lender if any Event of Default as provided in the Loan/Credit Facility Agreement occurs and/or be continuing.

10.2 Enter into premises

Upon an Event of Default by the Borrower in repayment of the Loan/Credit Facility as agreed upon or in the event the

charge on the assets becomes unenforceable for any reasons whatsoever, the Lender and/or its officials at the risk and expenses of the Borrower may enter upon any premises of the Borrower and /or any other person to seize, recover, collect, withdraw, receive the assets without interruption or hindrance by the Borrower and/or any other person.

10.3 Right to Accelerate

(i) On or at any time after the occurrence and during the continuation of an Event of Default, if the Outstanding Amounts or part thereof is due, the Lender shall be entitled to demand from the Borrower repayment of Outstanding Amounts and/or all or any part of the amounts due together with accrued interest and all other amounts accrued under or otherwise in connection hereto and all such amounts shall become immediately due and payable, without further notice or presentment or demand for payment, protest or notice of non-payment or dishonor or other notice or demand of any kind or nature whatsoever or other legal formalities of any kind.

(ii) If the Loan/Credit Facility has been accelerated as aforesaid and not repaid pursuant to the terms of the Loan/ Credit Facility Agreement, the Lender may without prejudice to any other rights and without prior written notice to the Borrower subject to any limitations which are imposed by Applicable Law and which cannot be waived by contract :

(a) deal with the Assets or any part thereof in such manner and upon such terms whatever as the Lender may consider fit, and/or enforce, settle, compromise with any rights or claims relating thereto without being liable for any losses and without prejudice to the Lender's aforesaid rights;

(b) exercise any and all powers, which a receiver could exercise hereunder or by Applicable Law;

(c) appoint by writing any person or persons to be a Receiver of all or any part of the Assets, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the Court is required therefore) and appoint another in place of any Receiver, whether such Receiver is removed by the Lender or an order of the Court or otherwise ceases to be the Receiver or one of two or more Receivers.

(d) without prejudice to the aforesaid, the Lender shall be entitled to do all such acts and deeds for taking control of and recovering the Assets and any future Assets comprised in these presents, at the costs of the Borrower. The Borrower shall take no action inconsistent with or prejudicial to the right of the Lender hereinabove mentioned, and the Lender's right to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower or by any person(s) whomsoever, and upon the taking of such action, the Lender shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other title, claims, demands and encumbrances whatsoever.

(iii) Sale

Notwithstanding anything to the contrary herein and provided it is hereby agreed and declared as follows:

(a) In the Event of Default it shall be lawful for the Lender at any time without any further consent of the Borrower, to sell, assign or concur with any other person in selling and/or assigning the Assets, and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale/ assignment which the person or persons exercising the power of sale/assignment shall think proper.

(b) The Borrower shall, with the previous consent of the lender, be at liberty from time to time to sell or dispose off the Assets or any part thereof otherwise in the ordinary course of business, provided that the value of such Assets is utilized to repay the Facility.

(c) No purchaser/assignee from, or other person dealing with the Lender and/or any Receiver upon any sale/assignment purporting to be made/done in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether an Event of Default has occurred or as to the necessity or expediency of the stipulations subject to which such sale/ assignment shall have been made or otherwise as to the propriety or regularity of such sale/assignment.

(d) Upon any such sale/assignment as aforesaid the receipt by the Lender of the purchase/assignment money shall effectually discharge the purchasers or purchaser or assignee therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

(e) It shall be lawful for the Lender at any time subject to any limitations which are imposed by Applicable Law and which cannot be waived by contract, without any further consent of the Borrower, to recover the Debt Assets and/ or the Receivables hypothecated in favour of the Lender upon the occurrence of any Event of Default.

(f) Further upon occurrence of an Event of Default, all rights to recover the Debt Assets from the debtor(s) of the Borrower and/ or the Receivables of the Borrower shall be with the Lender. After occurrence of

Event of Default, the Lender shall be entitled to exercise all the rights of the Borrower in respect of the Debt Assets and will be entitled to proceed against the said debtor(s) of the Borrower to recover the amounts due in respect of the Debt Assets and to appropriate and utilize the same as mentioned above, without any reference/ notice to the Borrower. Further, in such event, the Borrower shall execute all necessary documents including the deed of assignment (if required) in respect of the Debt Assets. Additionally, after occurrence of Event of Default, the Lender shall be entitled to exercise all the rights of the Borrower in respect of the Receivables and will be entitled to recover the amounts due in respect of the Receivables and to appropriate and utilize the same as mentioned above, without any reference/ notice to the Borrower. The Borrower shall, in this regard, without any demur or protest, sign and execute all documents/notices/ letters/ power of attorneys as may be required by the Lender.

(g) The Bank may exercise such other rights as may be available to it under the applicable Law, including the special rights and remedies available to secured lenders under Securitization & Reconstruction of Financial Assets & Enforcement of Security Interests Act, 2002.

(h) In the event if there is a surplus available pursuant to clause 10.3 (iii) (a), after payment in full of the balance due to the Lender, it shall be lawful for the Lender to retain and apply the said surplus together with any other amount in the hands of the Lender belonging to the Borrower, against in, or towards payment or liquidation of any and all other moneys which shall be and may become due from the Borrower whether solely or jointly with any other person borrower to the Lender, from loans, discounted bills, letters of credit, guarantees, charges, or any other debt or liability including bills, notes, credit and other obligation current or future, legal or equitable. In the event the net proceeds of sale/realization is insufficient for repayment of whole of the respective amounts due to the Lender, the same shall be appropriated in liquidation of the indebtedness of the Borrower to the Lender. Until such appropriation of money which is realized by the Lender/receiver, the moneys so realized shall be held by such receiver/ Lender/any of its agents, nominees, officer, in trust for the benefit of the Lender.

10.4 All other rights under Loan/Credit Facility Agreement

The Lender shall be entitled to exercise all its rights as are available to it under the Loan/Credit Facility Agreement and the Borrower acknowledges the Lender's rights thereunder. In case of any inconsistency between this Agreement and Loan/ Credit Facility Agreement, a decision on the interpretation shall be taken by the Lender, which decision, the Borrower agrees, shall prevail upon it/them.

11. Powers of Lender

The Lender shall have the authority subject to any limitations which are imposed by the Applicable Law and which cannot be waived by contract, to act upon and enforce the provisions of this Deed, or to adopt appropriate remedies in that behalf and shall exercise all powers under this Deed in accordance with the Applicable Law.

12. Appointment of Receiver in the Event of Default

12.1 Right to Appoint Receiver

(i) The Lender, at any time after it has acquired the right to exercise the power of sale/assignment pursuant to this Deed, may by writing, appoint as Receiver of the Assets one or more persons described in clause (ii), and may remove any Receiver so appointed and appoint another instead.

(ii) The Borrower hereby consents to the appointment of any bank doing business in India, any public financial institution or any of their respective subsidiaries or affiliates or any senior official of any of the above, or advocate/ any firm of advocates or independent public accountants or any other person as approved by the Lender, as receiver ("Receiver") hereunder and agrees that it shall not object to the appointment of any such person at the time of any such appointment.

12.2 Status, Powers and Remuneration of Receiver

(i) Appointment of any Receiver may be made at any time on or after the happening of the Event of Default.

(ii) Such Receiver may, from time to time, be invested with such rights, powers, authorities and discretion exercisable by the Lender hereinafter set forth or under Applicable Law or as the Lender may think expedient, including the following rights, powers and authorities (all of which shall be subject to any limitations which may be imposed by Applicable Law and which cannot be waived by contract are not waivable by contract):

(a) to take right, title and interest on all or any part of the Assets, and for that purpose to take any proceedings and enforce any order or judgment in the name of the Borrower or otherwise, as the Receiver shall consider fit;

(b) to manage or carry on or concur in carrying on the business of the Borrower as regards the achievement of the purpose, as the Receiver shall consider fit;

(c) to make any arrangement or compromise between the Borrower and any other person or pay any compensation or incur any obligation which the Lender or the Receiver shall consider fit;

(d) for the purpose of exercising any of the powers, authorities and discretion conferred on it by this Deed and /or defraying any costs or expenses which may be incurred by it in the exercise thereof, or for any other purpose, to borrow from the Lender or others on such terms (with or without security) as the Receiver or the Lender shall consider fit and so that, with the prior written consent of the Lender, any such security may be or include a charge on the whole or any part of the Assets ranking wholly or partly in priority to or first and exclusive with the security created hereunder;

(e) to assign, sell, deal with or manage or concur in assigning, selling, dealing with or managing or otherwise dispose of any part of the Assets / future assets in such manner and generally on such terms and conditions as the Lender or the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;

(f) to obtain all consents and permissions, approvals necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise, as the Lender or the Receiver shall consider fit;

(g) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

(h) to appoint and discharge employees, officers, agents, professionals and others for the purposes hereof upon such terms as to remuneration or otherwise as the Receiver may consider fit and to discharge any persons appointed by the Borrower;

(i) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Borrower or relating in any way to the properties or any part thereof;

(j) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Assets or any part thereof as the Receiver shall consider fit;

(k) to proceed against the debtor(s) of the Borrower in the Event of Default by them under the terms of documentation with the Borrower and shall be entitled to the rights and benefits that the Borrower against the said debtor(s);

(l) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Lender or Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the said Assets; and

(m) to exercise all such other power and authority as the Lender shall consider fit to confer, and which the Lender may in relation to such part of the Assets as is the subject of a first and exclusive/pari passu charge or standard security, confer any powers and authorities which it could give if it were an absolute beneficial owner thereof.

(iii) Unless otherwise directed by the Lender, such Receiver may exercise all the rights, powers, authorities and discretion herein or by law vested in the Lender.

(iv) Such Receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Lender.

(v) The Lender may from time to time fix the remuneration of such Receiver which shall be paid by the Borrower, or failing such payment, the Lender may direct payment thereof out of the said Assets.

(vi) The Lender, from time to time and at any time, may require any such Receiver to give security for the due performance of its duties as such Receiver, and may fix the nature and amount of security to be so given, but the Lender shall not be bound in any case to require any such security.

13. Limitation of Liability

13.1 Subject to any limitations which may be imposed by Applicable Law and which cannot be waived by contract, neither the Lender nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of their respective rights, powers, authorities, discretion and trusts that may be vested in the Lender.

13.2 Without prejudice to the generality of Clause 14.1, the Borrower hereby expressly agrees with the Lender that neither the Lender nor any Receiver appointed as aforesaid shall, by reason of the Lender or such Receiver acquiring or taking over the right, title, interest of the said Assets or any part thereof, be liable to the Borrower for anything, except actual receipts which have not been distributed or paid to the Borrower or the persons entitled or at the time of payment honestly and reasonably considered by the Lender to be entitled thereto, or be liable for any loss or for any default or omission for which the Lender might be liable.

13.3 The Lender shall not in any way be responsible in respect of the Assets even after acquiring or taking over the right, title, interest of the said Assets for any loss occasioned by theft, pilferage, robbery, fire, riot, and civil commotion or otherwise howsoever, whatsoever may be the circumstances or the reasons under or for which the loss may arise, including any act, omission, negligence, default of any of its servants or nominees or agents.

14. Costs and Expenses

14.1 Legal Fees and Expenses

The Borrower shall pay all legal fees, costs, charges and expenses of the Lender in connection with or incidental to these presents or this security and incurred as well for the protection and security of the said Assets and for the demand, realization and recovery of the Outstanding Amounts.

14.2 Stamp Duty and Other Fees on Execution, Registration etc.

The Borrower shall pay all stamp duty, other duties, taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed, and any document, act and registration performed pursuant hereto or thereto in all the territories (as may be applicable).

14.3 Reimbursement Obligations

All reasonable costs, expenses, charges and fees paid or incurred by the Lender in the exercise of any of the rights, remedies or powers granted hereunder including without limitation, payment of any costs, expenses, charges or fees in this Clause 14 which shall be for the account of the Borrower, and the Borrower undertakes promptly on demand to pay the same or, as the case may be, to reimburse the Lender or its agents, representatives, successors and assigns for any such monies paid by the Lender or any of them with interest thereon at the applicable rate from the date the Borrower receives notice thereof from the Lender and/or their agents, representatives, successors, and assigns until reimbursed by the Borrower, and all such costs, expenses, charges and fees shall be added to the Outstanding Amounts and be secured hereby.

15. Attorney

15.1 Appointment

The Borrower hereby irrevocably appoints the Lender, its authorized signatories as well as each Receiver to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Borrower, to execute and do all acts, deeds and things which the Borrower is authorized to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents or by law conferred on the Lender or any Receiver appointed by the Lender and also to execute on behalf of the Borrower at the cost of the Borrower the powers hereunder or by law conferred on the Lender or any Receiver appointed by them and also to execute on behalf of the Borrower at the cost of the Borrower such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for protection, preservation, enforcement and realization of the security, and the Borrower shall bear the expenses that may be incurred by the Lender or any Receiver in that behalf. In the Event of Default under the Loan/Credit Facility Agreement, or occurrence of any circumstances in the opinion of the Lender, endangering the security for the payment of the Loan/Credit Facility, the Lender and their officers will be entitled without notice to the Borrower but at the Borrower's risk and expenses and if so required, as attorneys for and in the name of the Borrower or exercise the rights available to the Lender under clause 10.3 (iii).

15.2 Ratification

The Borrower ratifies and confirms, and agrees to ratify and confirm whatever such attorney shall do or purport to do, and all acts or things made, done or executed by any attorney as contemplated by Clause 15.1 above.

15.3 Irrevocability

The power of attorney granted by Clause 15.1 (Appointment) is, as regards the Lender and its delegates and any Receiver (as the Borrower hereby acknowledges), granted irrevocably, coupled with interest and for value as part of the security constituted by this Deed to secure proprietary interests of, and the performance of obligations owed to the Lender.

16. Application of Monies

16.1 All monies received by the Lender or any Receiver appointed hereunder, whether prior to or as a result of the enforcement of the security constituted hereunder, shall be applied by the Lender as provided for in the Loan/ Credit Facility Agreement.

16.2 The Borrower shall be liable to the Lender for any deficiency in the monies received by the Lender.

17. Indemnity

(i) The Borrower hereby unconditionally and irrevocably agrees as a primary obligation that it shall indemnify and hold harmless the Lender and every attorney, manager, receiver, agent or other person appointed by it against any loss suffered by any of them as a result of any payment obligation of itself under this Deed being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to any Party to this Deed).

(ii) The Borrower shall at all times indemnify and save harmless the Lender against any and all losses, costs, charges, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs), which the Lender and every attorney, manager, receiver, agent or other person appointed by it shall suffer as a result of any breach of the Borrower's warranties, representations, covenants, undertaking or agreement contained herein.

18. Waiver

18.1 No Implied Waiver or Impairment

No delay or omission of the Lender or any Receiver in exercising any right, power or remedy accruing to the Lender or any Receiver upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Lender or any Receiver in respect of any default or any acquiescence by them in any default, affect or impair any right, power or remedy of the Lender or any Receiver in respect of any other defaults, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Lender herein provided are cumulative and not exclusive of any rights or remedies provided by law.

19. Communications

19.1 Notices

Every notice, request, demand or other communication under this Deed shall:

(a) be in writing, delivered by hand, or by registered post, acknowledgement due;

(b) be deemed to have been received when delivered by hand, at the time so delivered if during business hours on a Business Day for the recipient, and if given by registered post acknowledgement due, forty eight (48) hours after it has been put into post and be sent to the Borrower at its address first hereinabove mentioned and to the Lender at its office address first hereinabove mentioned, or to such other address as either Party may in writing hereafter notify to the other Party.

20. Severability

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one of more of such provisions is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of such provision in any other jurisdiction and of the remaining provisions hereof shall not be in any way affected or impaired thereby.

21. Governing Law and Jurisdiction

21.1 This Deed shall be governed by and construed in accordance with the laws in India.

21.2 The Parties hereto agree that all disputes arising out of and/or relating to this Deed including any collateral document shall be subject to the exclusive jurisdiction of a competent court in Jaipur and that accordingly any suit, action or proceedings (referred to as "Proceedings") arising out of or in connection with this Deed may be brought in such courts or the tribunals and the Borrower irrevocably submits to and accepts the jurisdiction of those courts or tribunals.

21.3 All matters, questions, disputes, default, differences and/or claims arising out of and/or concerning and/or in connection and/ or in consequence of breaches, termination or invalidity thereof or relating to this Agreement, whether or not obligations of either or both parties under this Agreement be subsisting at the time of such dispute and whether or not this agreement has been terminated or purported to be terminated or completed shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendment thereof and shall be referred to the sole arbitrator to be nominated by the Lender/Bank. The award given by the sole arbitrator shall be final and binding on all parties to this Agreement. The seat of arbitration shall be Jaipur, Rajasthan and the cost of arbitration shall be solely borne by the Borrower. In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non- arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

22. Termination

This Deed shall be satisfied and discharged when all Outstanding Amounts and liabilities in connection therewith owing to the Lender shall have been fully repaid by the Borrower, and all commitments in connection with the Loan/Credit Facility Agreement have been fully honored including but not limited to the repayment of the following by the Borrower to the Lender in full, and:

(i) reasonable costs, charges, fees and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Lender or the Receiver or their advisers in connection with the preparation, execution and delivery of this Deed, in exercising any of its or their rights or powers hereunder, in suing for or seeking to recover any sums due hereunder, otherwise preserving or enforcing its or their rights hereunder, in connection with the preservation or attempted preservation of the Assets, in defending any claims brought against the Lender or the receiver in respect of this Deed and/or in discharging this Deed, have been paid to the Lender; and

(ii) all remuneration payable to the Receiver, has been received by such Receiver.

23. Amendment

No change to or modification of the terms of this Deed shall be valid, binding or enforceable unless the same is in writing and signed by the Parties hereto.

24. Assignment

The Lender shall be free to assign it rights and obligations hereunder or any part thereof, without any reference or recourse to the Borrower. The Borrower shall not transfer its rights and obligations hereunder or any part thereof to any third party.

25. The date of execution of this Deed shall be the date as mentioned in Schedule I. In case the date is kept blank under Schedule I of this Deed and the document is digitally/electronically signed, the date of execution of this Deed shall be the date when the Deed was last signed digitally/electronically by either party (“Last Digital Date”). With respect to date of execution of documents executed in relation to the Loan/Credit Facility, the same understanding shall be applied where the document is to be signed by more than one person.

26. The Borrower hereby irrevocably agrees and consents to electronic and/or digital stamping and/or execution of this Deed and related documents in any manner as deemed fit by the Bank including but not limited using Aadhar or One Time Password (OTP) or Biometric based authentication or USB token based Digital Signature Certificate (DSC).

27. The Borrower hereby irrevocably agrees, consents and authorizes the Bank to use the Borrower’s/ authorized signatories’ Aadhaar details and core biometric information to authenticate and verify the Borrower/ authorize signatories. The Borrower hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Borrower /authorized signatories, it shall be treated as implied and voluntarily consent of the Borrower /authorized signatories to the Bank to validate the PAN and use the Aadhaar details for Aadhaar biometric authentication and the Borrower hereby authorizes the Bank to fetch the Borrower’s/ authorized signatories’ personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.

28. The Borrower hereby irrevocably agrees, consents and accepts that the Deed and related documents may be executed/ digitally stamped/stored through the e-platform/digital platform of the Bank or of /through any vendor/s appointed by the Bank and also

accept terms of such platform related to execution, e- stamping, data storage etc. The Borrower accepts that the documents accepted and/or executed on such e-platform/digital platform, shall be valid and binding upon the Borrower and can be relied upon and used by the Bank as a proper form of evidence and the undertakes not to raise any dispute or question as regards the terms and conditions accepted thereon and as regards the documents executed on the electronic/digital platform. The Bank or such third party vendors shall be entitled to collect all data of the Borrower relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.

29. The Borrower hereby irrevocably agrees and accepts that any communication received and/or sent from the Bank /third party vendors/ agents etc. appointed by the Bank, whether by way of an SMS, email etc. on the registered mobile numbers/email id(s) of the Borrower/Borrower's authorized signatories available with the Bank shall be treated as valid and binding upon the Borrower. The Borrower also agrees consents and accepts that the Bank shall be at liberty to treat the registered mobile number/email id of the Borrower/Borrower's authorized signatories as valid and permitted cell number /email id for communication.

30. That disbursement of the Loan/Credit Facility into the account of the Borrower would be implied consent of the Borrower to avail the Loan/Credit Facility and to abide by all terms and conditions of the Deed and related documents and the

same shall be valid and binding upon Borrower and no dispute shall be raised as regards the authority of the authorized partners/signatories or otherwise in respect of the documents executed in favour of the Bank.

31. The provisions mentioned in clause 25-30 shall apply to all the documents are digitally executed by the Borrower and/or Co-borrowers in relation to the Facilities.

32. The Borrower hereby confirms, acknowledges and agrees that the online acceptance of this Deed including any addendums hereto through the Website or such other internet or web-based means results in a binding contract between the Parties.

33. The Borrower is aware that transmission of this Deed, addendums to this Deed, terms and conditions, instructions, acceptances and communications ('Communications') through electronic means such as email, facsimile, SMS text messaging, WhatsApp, websites, online acceptance, etc. ('Electronic Media') involves a number of risks including fraudulent alterations and incorrect transmissions and absence of confidentiality. However, the Borrower is desirous of receiving Communications from and providing Communications to the Bank through the Electronic Media for various matters under this Deed including in relation to the Loan/Facility and the operation thereof.

34. In consideration of the Bank permitting the same, the Borrower hereby irrevocably, confirms and undertakes to the Bank as under: (a) The Bank shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what Communications were provided or received, the records of the Electronic Media received by the Bank shall be treated as final, conclusive and binding. (b) The Borrower has ensured and shall ensure that the Communications provided through the Electronic Media to the Bank are provided by the Borrower and hereby agrees and confirms that the Bank shall not be responsible for conducting any verification whatsoever in this regard. (c) The Borrower confirms that the Bank shall not be bound to act in accordance with whole or any part of the communications as it may appear in the Communications so conveyed and the same shall be at the sole risk of the Borrower. (d) The Bank shall not be liable for the consequences of any act or any refusal or omission to act or deferment of action by the Bank on basis of the Communications through the Electronic Media. (e) The Bank shall not be required to await receipt of the
Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-conformity of such Communications in writing shall not in any manner prejudice the Bank's rights under this Deed or otherwise. (f) The Bank may at any time whatsoever without assigning any reason withdraw or modify or add the facility/ies provided to the Borrower in relation to the Communications through Electronic Media. (g) The Borrower is aware and confirms that the Bank is agreeing to act on any Communications provided through Electronic Media only by reason of and relying upon the undertaking and indemnities contained in this Clause.

DECLARATION

The Borrower acknowledges to have read and understood all the foregoing terms of this Deed, and the Schedule to this Deed and is affixing its signature (physical/digital as the case maybe)/thumb impression/ common seal on the last page of this Deed evidencing the same. The Borrower further agrees and confirms that the Parties shall not be required to sign at each page of this Deed and the signatures at the last page of this Deed would be sufficient for the purposes of this Deed.

Borrower confirms that whatever has been stated hereinabove in this Deed is true and correct to the best of its knowledge and belief and the Borrower has entered into this Deed voluntarily, with full knowledge of its effect and signing of this Deed at the last page shall be construed as signing of each and every page of this Deed.

SCHEDULE - I

S.No	Details	Particulars	Description
1.	Execution Details	Place:	
		Date:	
2.	Details of Borrower	Name:	
		Address:	
3.	Details of Sanction Letter Amount of Loan/Credit Facility Loan Agreement	Ref No and date	
4.	Description of Assets		
5.	Ranking of Charges		

IN WITNESS WHEREOF the Borrower hereto has executed this Deed on the day and year hereinabove written.

For the Borrower Signed and Delivered by the above-mentioned Borrower/Authorized Signatory Name: On behalf of the within named Borrower Signature:
For AU Small Finance Bank Limited Signed and Delivered by its Authorized Signatory/Constituted Attorney Name: On behalf of the within named Bank/Lender Signature:

DECLARATION IF THE BORROWER(S)/CO-BORROWER(S)/GUARANTOR(S)/MORTGAGOR(S) SIGNS IN VERNACULAR LANGUAGE

The contents of the Loan Application, Sanction Letter, Loan Agreement, power of attorney, memorandum of deposit of title deeds, declaration, promissory note and terms and conditions in other documents such as Letter of Guarantee and any other related ancillary documents have been explained by me to the applicant/co-applicant/guarantor/mortgagor in ________________________________ (name of language in which applicant/co-applicant/guarantor/mortgagor has signed) and the same have been understood by the applicant/co-applicant/guarantor/mortgagor.

English	☑	I/We confirm that the contents of the Application Form/ Loan Agreement / Sanction Letter / Terms and Conditions in other documents were read out and explained to me/us in English and I/We confirm to have understood the same.
Hindi	☐	मैं/हम यह पुष्टि करता हूँ / करती हूँ /करते हैं कि आवेदन पत्र / ऋण अनुबंध / स्वीकृति पत्र / अन्य दस्तावेजों में नियम और शर्तों की विषय-वस्तु को पढ़कर मुझे /हमें हिन्दी में समझा दिया गया है और मैं/हम इसे समझने की पुष्टि करता हूँ / करती हूँ / करते हैं।
Assamese	☐	মই/আমি এইটো নিশ্চিত কৰো/ মই সেই আবেদন পত্ৰখন কৰোঁ/কৰোঁ/ ঋণ চুক্তি/ গ্ৰহণযোগ্যতাৰ পত্ৰ অন্যান্য নথিপত্ৰত চৰ্তাৱলী আৰু নিয়মাৱলীৰ বিষয়বস্তু পঢ়ি, মোক/আমাক অসম ভাষাত ব্যাখ্যা কৰা হৈছে আৰু মই/আমি নিশ্চিত কৰো যে আমি ইয়াক বুজি পাইছো। মই এইটো কৰিম। বলা কৰোঁ।
Bengali	☐	আমি/আমরা এটা নিশ্চিত করছি/ আমি সেই আবেদন ফর্মটি করি / করি / করি / ঋণ চুক্তি/ গ্রহণযোগ্যতার চিঠি অন্যান্য নথিতে শর্তাবলীর বিষয়বস্তু পড়ার পরে, আই / ইউ বাংলা ভাষায় ব্যাখ্যা করা হয়েছে এবং আমি / আমরা নিশ্চিত করি যে আমরা এটি বুঝতে পেরেছি। আমি এটা করবো। চলো এটা করি।
Gujarati	☐	હું/અમે આની પુષ્ટિ કરીએ છીએ/ હું તે અરજીપત્રક કરું છું/કરું છું/ લોન કરાર/ સ્વીકૃતિનો પત્ર અન્ય દસ્તાવેજોમાં નિયમો અને શરતોની સામગ્રી વાંચીને, મને/ અમને ગુજરાતી ભાષામાં સમજાવવામાં આવ્યા છે અને હું / અમે પુષ્ટિ કરીએ છીએ કે અમે તેને સમજીએ છીએ. હું તે કરીશ. ચાલો તે કરીએ.
Kannada	☐	ನಾನು/ನಾವು ಇದನ್ನು ದೃಢೀಕರಿಸುತ್ತೇವೆ/ ನಾನು ಆ ಅರ್ಜಿ ನಮೂನೆಯನ್ನು ಮಾಡುತ್ತೇನೆ / ಮಾಡುತ್ತೇನೆ/ ಸಾಲ ಒಪ್ಪಂದ/ ಸ್ವೀಕಾರ ಪತ್ರ ಇತರ ದಾಖಲೆಗಳಲ್ಲಿನ ನಿಯಮಗಳು ಮತ್ತು ಷರತ್ತುಗಳ ವಿಷಯಗಳನ್ನು ಓದುವ ಮೂಲಕ, ನಾನು / ನಮಗೆ ಕನ್ನಡ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಲಾಗಿದೆ ಮತ್ತು ನಾವು ಅದನ್ನು ಅರ್ಥಮಾಡಿಕೊಂಡಿದ್ದೇವೆ ಎಂದು ನಾನು / ನಾವು ದೃಢೀಕರಿಸುತ್ತೇವೆ. ನಾನು ಅದನ್ನು ಮಾಡುತ್ತೇನೆ. ಅದನ್ನು ಮಾಡೋಣ.
Konkani	☐	हांव/आमी हाची पुष्टी करतात/ हांव तो अर्ज फॉर्म करता/करता/ कर्जाचो करार/ मान्यतेचें पत्र हेर दस्ताऐवजांतले शब्द आनी शर्तींचो मजकूर वाचून म्हाका/आमकां कोंकणी भार्शेंत उलोवप केल्लें आसा आनी आमकां तें समजटा हाची खात्री हांव/आमी दितात. हांव करतलो. चल करुया तें.
Maithili	☐	हम एकरा पुष्टि करैत छी हम ओआवेदन फार्म करैत छी/ ऋण संविदा/ स्वीकृति क' पत्र आन दस्ताबेजमे नियम आ शर्तक विषयवस्तु कें पढ़ि हमरा मैथिली भाषामे स्पष्ट कएल गेल अछि आ हम पुष्टि करैत छी जे हम एकरा बुझैत छी। हम एकरा करब। चलु ई करैत छी.
Malayalam	☐	ഞാൻ /ഞങ്ങൾ ഇത് സ്ഥിരീകരിക്കുന്നു/ ആ അപേക്ഷാ ഫോം ഞാൻ ചെയ്യുന്നു/ ചെയ്യുന്നു/ വായ്പാ കരാർ/ സമ്മതപത്രം മറ്റ് ഡോക്യുമെന്റുകളിലെ നിബന്ധനകളുടെയും വ്യവസ്ഥകളുടെയും ഉള്ളടക്കം വായിക്കുന്നതിലൂടെ, I/Us മലയാള ഭാഷയിൽ വിശദീകരിക്കുകയും ഞങ്ങൾക്ക് അത് മനസ്സിലാകുന്നുണ്ടെന്ന് ഞാൻ/ഞങ്ങൾ സ്ഥിരീകരിക്കുകയും ചെയ്യുന്നു. ഞാൻ ചെയ്തോളാം. നമുക്ക് ചെയ്യു നോക്കാം.
Marathi	☐	मी/ आम्ही याची पुष्टी करतो / मी तो अर्ज करतो/ कर्ज करार/ मान्यतेचे पत्र इतर दस्तऐवजामधील अटी व शर्तींचा मजकूर वाचून मला/आम्हाला मराठी भाषेत समजावून सांगितले आहे आणि मला/आम्हाला ते समजले आहे याची खात्री पटते. मी ते करीन. चला ते करूया।
Odiya	☐	ମୁଁ/ଆମେ ଏହା ନିଶ୍ଚିତ କରୁଛୁ / ମୁଁ ସେହି ଆବେଦନ ଫର୍ମ କରେ / କରେ / ଋଣ ଚୁକ୍ତିନାମା/ ସ୍ୱୀକୃତି ପତ୍ର ଅନ୍ୟ ାନ୍ୟ ଦସ୍ତାବିଜରେ ଥିବା ସର୍ତ୍ତାବଳୀର ବିଷୟବସ୍ତୁ ପଢ଼ିବା ପରେ ମୁଁ/ଆମେରିକାକୁ ଓଡ଼ିଆ ଭାଷାରେ ବର୍ଣ୍ଣନା କରାଯାଇଛି ଏବଂ ମୁଁ/ଆମେ ନିଶ୍ଚିତ କରୁଛୁ ଯେ ଆମେ ଏହାକୁ ବୁଝୁଛୁ । ମୁଁ ତାହା କରିବି । ଚାଲନ୍ତୁ ଆମେ ଏହା କରିବା।
Punjabi	☐	ਮੈਂ/ਅਸੀਂ ਇਸ ਦੀ ਪੁਸ਼ਟੀ ਕਰਦਾ/ਕਰਦੇ ਹਾਂ/ ਮੈਂ ਉਹ ਅਰਜ਼ੀ ਫਾਰਮ ਕਰਦਾ/ਕਰਦੀ ਹਾਂ/ ਕਰਦੀ ਹਾਂ/ ਕਰਦੀ ਹਾਂ ਲੋਨ ਇਕਰਾਰਨਾਮਾ/ ਮਨਜ਼ੂਰੀ ਦਾ ਪੱਤਰ ਹੋਰਨਾਂ ਦਸਤਾਵੇਜ਼ਾਂ ਵਿੱਚ ਮਦਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਦੇ ਅੰਸ਼ਾਂ ਨੂੰ ਪੜ੍ਹਨ ਦੁਆਰਾ, ਮੈਨੂੰ/ਸਾਨੂੰ ਪੰਜਾਬੀ ਭਾਸ਼ਾ ਵਿੱਚ ਸਮਝਾ ਦਿੱਤਾ ਗਿਆ ਹੈ ਅਤੇ ਮੈਂ/ਅਸੀਂ ਪੁਸ਼ਟੀ ਕਰਦੇ ਹਾਂ ਕਿ ਅਸੀਂ ਇਸਨੂੰ ਸਮਝਦੇ ਹਾਂ। ਮੈਂ ਇਹ ਕਰਾਂਗਾ। ਚਲੋ ਇਹ ਕਰੀਏ।
Sindhi	☐	آئون / اسان هن جي تصديق ڪريون ٿا / آئون اهو درخواست فارم ڪندو آهيان / ڪندو آهيان / قرض جو معاهدو / قبوليت جو خط ٻين دستاويزن ۾ اصطلاحن ۽ شرطن جي مواد کي پڙهي، آء / اسان کي سنڌي زبان ۾ بيان ڪيو ويو آهي ۽ آئون / اسين تصديق ڪريون ٿا ته اسان ان کي سمجهون ٿا. آئون اهو ڪندس. اچو ته ڪري وٺون.
Tamil	☐	நான்/நாங்கள் இதை உறுதி செய்கிறோம்/ அந்த விண்ணப்பப் படிவத்தை நான் செய்கிறேன்/ செய்கிறேன்/ கடன் ஒப்பந்தம்/ ஏற்புக் கடிதம் பிற ஆவணங்களில் உள்ள விதிமுறைகள் மற்றும் நிபந்தனைகளின் உள்ளடக்கங்களைப் படிப்பதன் மூலம், நான் / எங்களுக்கு தமிழ் மொழியில் விளக்கப்பட்டுள்ளது, நாங்கள் அதைப் புரிந்துகொள்கிறோம் என்பதை நான் / நாங்கள் உறுதிப்படுத்துகிறேன். அதை நான் செய்வேன். அதை செய்வோம்.
Telugu	☐	నేను/మేం దీనిని ధృవీకరిస్తున్నాం. నేను ఆ అప్లికేషన్ ఫారాన్ని చేస్తాను/చేస్తాను/ లోన్ కాంట్రాక్ట్/ అంగీకార పత్రం[మార్పు] ఇతర డాక్యుమెంట్లలోని నియమనిబంధనలలోని విషయాలను చదవడం ద్వారా, నేను/మాకు తెలుగు భాషలో వివరించబడ్డాయి మరియు మేము దానిని అర్థం చేసుకున్నామని నేను/మేము ధృవీకరిస్తున్నాము. నేను చేస్తాను. మనం చేద్దాం.
Urdu	☐	ہم اس کی تصدیق کرتے ہیں/ میں یہ درخواست فارم کرتا / کرتا ہوں / قرض کا معاہدہ / قبولیت کا خط دیگر دستاویزات میں شرائط و ضوابط کے مندرجات کو پڑھ کر مجھے اردو زبان میں سمجھایا گیا ہے اور ہم اس بات کی تصدیق کرتے ہیں کہ ہم اسے سمجھتے ہیں۔ میں یہ کروں گا۔ چلو یہ کرتے ہیں.

For the Borrower Name:	Signature:
For the Co-Borrower 1 Name:	Signature:
For the Co-Borrower 2 Name:	Signature:
For the Guarantor Name: NA	Signature:
For AU Small Finance Bank Limited Signed and Delivered by its Authorized Signatory/ Constituted Attorney Name On behalf of the within named Bank	Signature