BADLAAV
HUMSE HAI

Sanction Letter- PM SVANidhi

Ref. No. __________/PM SVANIDHI/20___-___ **Date:___________**

Name of the Borrower: ____

Address: ____

Namaskar Sir/Madam,

We **AU Small Finance Bank Limited** (hereinafter referred to as **the Bank**) are delighted to inform **Mr./Ms.**

_______________________, (herein after referred to as **the Borrower**) that following facility/Loan has been sanctioned under the guideline of **PM SVANIDHI** and offer to you with conditions given below.

Facility Name	Term Loan (TL)	
Amount Sanctioned	₹	(In words)
Purpose	To provide financial assistance for increasing business income	
Tenor of Loan	12 months (₹15,000) / 18 months (₹15,000-₹25,000) / 36 months (₹30,000-₹50,000)	
Repayment	Principal amount to be repaid along with interest in up to 36 monthly instalments	
Mode of Disbursement	The TL disbursement shall be done in the current account/saving account opened with the Bank after completion of all required formalities.	
Rate of Interest (ROI)	19.75% per annum (Fixed)	
EMI Amount	₹ per month (as per disbursal memo)	
EMI Date	10th (if disburse between 11th -23rd) / 23rd (if disburse between 24th -10th)	
Guarantee	CGTMSE guarantee as per PM SVANIDHI guidelines	
Documentation	1. Know Your Customer (KYC) Documents 2. Mandatory Standing Instructions (SI) 3. PM SVANidhi Application form 4. Letter of recommendation (LoR)/Provisional certificate / Vending certificate 5. As per Bank's internal policies/ guidelines	
Interest subsidy and other Terms & Conditions	1. Repayment shall be done from the current/saving account opened with the Bank via standing instruction. 2. The Bank has reserved the right to review/renew this facility or any of the terms and conditions thereof or any other documents or security relating thereto at our sole discretion 3. Interest subsidy applicable to non-NPA customer	
Charges	1. Penal Charges: i. PSL Category: NIL for loans up to ₹50,000 2. Foreclosures Charges: NA 3. Interest on Overdue EMI: At the contracted Rate of Interest (Loan IRR) **Note:** All other charges to be borne by the borrower as per Schedule of the Bank mentioned on the Bank's website: https://www.au.bank.in/service-fee	

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 this Sanction Letter and KFS thereof 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.

The Borrower confirms that said facility will be availed/obtained to meet genuine working capital requirements/business needs, Any default, fraud, legal incompetence during the currency of the limits, noncompliance of the agreed terms and conditions, non-submission of the required papers, over dues in the loan or any other irregularities of the Borrower will enable the Bank to recall the loan immediately irrespective of any grace period/cure period mentioned in any other document. You are requested to sign a duplicate copy of this offer letter within 15 days as acceptance of the Facility and return it to us. This offer letter is not an agreement and no right to claim damage is vested in anyone for due to any reason. Should you have any query regarding the above terms and conditions or if you wish not to avail of this facility, please do not hesitate to contact the undersigned.

Thanking You,

For AU SMALL FINANCE BANK LIMITED

Credit Manager

I/We, _____________confirm acceptance of the above terms and conditions mentioned herein as also in the Loan Agreement or other transaction documents together with its schedules earlier executed/to be executed by me in relation to the Facility. I/We hereby irrevocably authorize you to debit my/our account(s) maintained with your Bank towards applicable taxes together with interest, costs, charges, expenses, commissions as may be applicable in relation to the above said credit facilities.

Accepted by:

____

(Individual/Proprietor/Partner/Director)

Date:

Place:

Annexure A

Key Fact Statement

1	**Loan proposal/ account No.**		**Type of Loan**	Term Loan
2	**Sanctioned Loan amount (in Rupees)**	Rs.		
3	**Disbursal schedule**	100% upfront.		
4	**Loan term (months)**			
5	**Instalment details**			
	Type of instalments	Number of EPIs (Equated Periodic Installment)	EPI (₹)	Commencement of repayment, post sanction (Days)
	Monthly			
6	**Interest rate (%) and type (fixed or floating or hybrid)**	Fixed		

7	**Additional Information in case of Floating rate of interest**		NA						
	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	
-	-		-	-	-	-	-	-	

8	**Fee/ Charges**		
		Amount Payable to the Bank (A) (in ₹)	Amount Payable to a third party through Bank (B) (in ₹)
i	Processing fees	-	-
ii	Insurance charges	-	-
iii	Valuation fees	-	-
iv	Credit Visit Charges	-	-
v	Any other (please specify)	-	-
9	Annual Percentage Rate (APR) (%)	19.75%	

10	Details of Contingent Charges (in ₹ or %, as applicable)	
i	Penal charges, if any, in case of delayed payment	NA
ii	Other penal charges, if any	NA
iii	Foreclosure charges, if applicable	NA
iv	Charges for switching of loans from floating to fixed rate and vice versa	NA
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>The Bank may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under the Agreement either by itself (through its officers or employees) or through its appointed third parties (including recovery agents).
The Borrower confirms and expressly consents to the Bank that upon occurrence of an Event of Default, the Bank either by itself (through its officers or employees) or through its appointed third parties (including recovery agents) to use the contact details provided by the Borrower and Guarantor to the Bank to get in touch with the Borrower/Guarantor including their authorized signatory(ies)/ representative(s) and family members and disclose them relevant details pertaining to the Loan.
Bank has Board approved Collection of Dues and Repossession of Security Interest policy which is uploaded at Bank's website. Policy lists down the fair practices with regards to Collection of Dues and Repossession of Security and thereby fostering customer confidence and long-term relationship. The Bank may also use the services of recovery agents for Collection of dues and Repossession of Security" Detailed policy can be referred through below given link:
https://www.au.bank.in/Notice-Slider-3-3-policy-on-collection-of-dues-and-repossession-of-security.pdf</td></tr>
<tr><td>2</td><td>Clause of Loan agreement which details grievance redressal mechanism</td><td>The Borrower acknowledges that for redressal of any grievance arising out of this Agreement, the Borrower/Guarantor 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</td></tr>
<tr><td>3</td><td>Phone number and email id of the nodal grievance redressal officer</td><td>
<table>
<tr><td rowspan="2">Level 1</td><td>Call Centre</td><td>Call: 1800 1200 1200

Email: customercare@aubank.in

Feedback/ Complaints: Please visit www.au.bank.in on the “Contact us” link or Internet banking or mobile banking.</td></tr>
<tr><td>Branch</td><td>(Please visit www.au.bank.in to locate nearest branch)</td></tr>
<tr><td>Level 2</td><td>Regional Nodal Officer</td><td>In case of non-resolution of grievances within 7 days to customer’s satisfaction, the customer may escalate their grievance to the relevant Regional Nodal Officer.

Please visit www.au.bank.in on the “Contact us” and click on the “Details of Principal Nodal Officer and Regional Nodal Officers” link or access the link below for the details of relevant Regional Nodal Officer:
https://www.au.bank.in/grievance-redressal-mechanism-grievance-redressal-mechanism.pdf</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:</td></tr>
</table>
</td></tr>
</table>

			Mr. Pankaj Gupta **Address**: CP3–232, Industrial Area, Apparel Park, Mahal Road, Jagatpura, Jaipur, Rajasthan, PIN - 302022 **Contact Number**: 0141-6660645 **Email:** pno@aubank.in
4	Whether the loan is, or in future maybe, subject to transfer to other Banks or securitisation (Yes/ No)		Yes
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:		
	Name of the originating Bank, along with its funding proportion	Name of the partner Bank along with its proportion of funding	Blended rate of interest
	-	-	-
6	In case of digital loans, following specific disclosures may be furnished:		
i	Cooling off/look-up period, in terms of Bank's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan		NA
ii	Details of LSP acting as recovery agent and authorized to approach the borrower		NA

Annexure B

Illustration for computation of APR for PM SVANidhi loans

S. No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees)	
2	Loan Term (months)	
A	No. of instalments for payment of principal, in case of non-equated periodic loans	-
B	Type of EPI	Monthly
C	Amount of each EPI (in Rupees)	₹
D	nos. of EPIs (e.g., no. of EMIs in case of monthly instalments)	
E	No. of instalments for payment of capitalized interest, if any	-
F	Commencement of repayments, post sanctions (Days)	
3	Interest rate type (fixed or floating or hybrid)	Fixed
4	Rate of Interest (%)	19.75%
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 Bank	-
B	Payable to third-party routed through Bank	-
7	Net disbursed amount (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)	___________%
10	Schedule of disbursement as per terms and conditions	Refer Annexure C
11	Due date of payment of instalment and interest	10th (if disburse between 11th -23rd) / 23rd (if disburse between 24th -10th)

Annexure C

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

(Attached the PM SVANidhi EMI Repayment from Calculator)

First Tranche Loan (Rs. 15,000):

Instalment or Repayment Schedule Chart					
Loan Amount (in Rs.)		15,000			
Annual Interest Rate %		19.75			
Instalment (Tenor)		12			
S. No.	Principal Amount (in Rs.)	Instalment (in Rs.)	Interest (in Rs.)	Principal Repaid (in Rs.)	Remaining Principal Amount (in Rs.)
1	15,000	1,388	247	1,141	13,859
2	13,859	1,388	228	1,160	12,700
3	12,700	1,388	209	1,179	11,521
4	11,521	1,388	190	1,198	10,323
5	10,323	1,388	170	1,218	9,105
6	9,105	1,388	150	1,238	7,867
7	7,867	1,388	129	1,258	6,609
8	6,609	1,388	109	1,279	5,330
9	5,330	1,388	88	1,300	4,030
10	4,030	1,388	66	1,321	2,708
11	2,708	1,388	45	1,343	1,365
12	1,365	1,388	22	1,365	0
	Total	**16,653**	**1,653**	**15,000**	

Second Tranche Loan (Rs. 25,000):

Instalment or Repayment Schedule Chart					
Loan Amount (in Rs.)		25,000			
Annual Interest Rate %		19.75			
Instalment (Tenor)		18			
S. No.	Principal Amount (in Rs.)	Instalment (in Rs.)	Interest (in Rs.)	Principal Repaid (in Rs.)	Remaining Principal Amount (in Rs.)
1	25,000	1,616	411	1,205	23,795
2	23,795	1,616	392	1,224	22,571
3	22,571	1,616	371	1,245	21,326
4	21,326	1,616	351	1,265	20,061
5	20,061	1,616	330	1,286	18,775
6	18,775	1,616	309	1,307	17,468
7	17,468	1,616	287	1,329	16,140
8	16,140	1,616	266	1,350	14,789
9	14,789	1,616	243	1,373	13,417
10	13,417	1,616	221	1,395	12,021
11	12,021	1,616	198	1,418	10,603
12	10,603	1,616	175	1,442	9,162
13	9,162	1,616	151	1,465	7,696
14	7,696	1,616	127	1,489	6,207
15	6,207	1,616	102	1,514	4,693
16	4,693	1,616	77	1,539	3,154
17	3,154	1,616	52	1,564	1,590
18	1,590	1,616	26	1,590	0
	Total	**29,089**	**4,089**	**25,000**	

Third Tranche Loan (Rs. 50,000):

Instalment or Repayment Schedule Chart					
Loan Amount (in Rs.)		50,000			
Annual Interest Rate %		19.75			
Instalment (Tenor)		36			
S. No.	Principal Amount (in Rs.)	Instalment (in Rs.)	Interest (in Rs.)	Principal Repaid (in Rs.)	Remaining Principal Amount (in Rs.)
1	50,000	1,852	823	1,029	48,971
2	48,971	1,852	806	1,046	47,925
3	47,925	1,852	789	1,063	46,862
4	46,862	1,852	771	1,081	45,782
5	45,782	1,852	753	1,098	44,683
6	44,683	1,852	735	1,116	43,567
7	43,567	1,852	717	1,135	42,432
8	42,432	1,852	698	1,153	41,279
9	41,279	1,852	679	1,172	40,106
10	40,106	1,852	660	1,192	38,915
11	38,915	1,852	640	1,211	37,703
12	37,703	1,852	621	1,231	36,472
13	36,472	1,852	600	1,252	35,220
14	35,220	1,852	580	1,272	33,948
15	33,948	1,852	559	1,293	32,655
16	32,655	1,852	537	1,314	31,341
17	31,341	1,852	516	1,336	30,005
18	30,005	1,852	494	1,358	28,647
19	28,647	1,852	471	1,380	27,266
20	27,266	1,852	449	1,403	25,863
21	25,863	1,852	426	1,426	24,437
22	24,437	1,852	402	1,450	22,988
23	22,988	1,852	378	1,473	21,514
24	21,514	1,852	354	1,498	20,016
25	20,016	1,852	329	1,522	18,494
26	18,494	1,852	304	1,547	16,947
27	16,947	1,852	279	1,573	15,374
28	15,374	1,852	253	1,599	13,775
29	13,775	1,852	227	1,625	12,150
30	12,150	1,852	200	1,652	10,498
31	10,498	1,852	173	1,679	8,819
32	8,819	1,852	145	1,707	7,112
33	7,112	1,852	117	1,735	5,377
34	5,377	1,852	89	1,763	3,614
35	3,614	1,852	59	1,792	1,822
36	1,822	1,852	30	1,822	0
	Total	**66,665**	**16,665**	**50,000**	

LOAN AGREEMENT

This Loan Agreement is made at the place & date mentioned in the Schedule I attached hereto ("Agreement") by and between the borrower(s) whose name(s) is/are mentioned in the Schedule I attached hereto (hereinafter referred to as the "Borrower") of ONE PART; and AU Small Finance Bank Limited, CIN: L36911RJ1996PLC011381, a small finance bank having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur – 302001, Rajasthan (hereinafter called the "Bank") of the OTHER PART. The expressions "Borrower" and the "Bank", unless repugnant to the context, shall include their respective heirs, representatives, successors, executors, administrators and permitted assigns.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Definitions and Interpretation**

1.1 Definitions

In this Agreement, the following capitalized words shall have the following meanings:

"Agreement" means this loan agreement for PM SVANidhi Street vendors.

"Annexure (s)" means the annexure(s) annexed to this Agreement and shall form part and parcel of it.

"Branch" means the branch of the Bank at the place mentioned in the Schedule I and where the Loan is disbursed and shall include any other branch where the Loan Account is maintained or transferred to any time at the sole discretion of the Bank.

"Business Day" shall mean a day on which the relevant office of the Bank specified in this Agreement, or such other office as may be notified by the Bank to the Borrower, is open for normal business transaction.

"ECS" means an electronic debit clearing service notified by the Reserve Bank of India, participation in which has been approved by the Borrower by giving consent in writing to the Bank.

"EMI" or **"Equated Monthly Instalment"** shall mean the amount payable every month by the Borrower to the Bank comprising of interest, or as the case may be, principal and interest on the Loan.

"Interest Rate" means the rate at which the Bank shall compute and apply interest on the Loan, as stated in the Schedule I or as may be amended from time to time by the Bank. Interest rate shall be reviewed on monthly basis and reset shall be done on quarterly basis.

"Loan" means the term loans granted by the Bank in terms of this Agreement and as provided under the Schedule I hereof. The expression "Loan" shall also mean to include the principal amount of loan and all dues outstanding thereunder if the context so requires. **"Loan Account"** shall mean the account of the Borrower in which the proceeds of the Loan shall be deposited. **"Parties"** means the Bank and the Borrower referred to collectively, and the word **"Party"** shall mean the Borrower or the Bank individually.

"Penal Charges" shall mean the charges applicable, upon Event of Default, at the rate specified in Schedule II (Schedule of Charges)

"Repayment Instrument" shall mean and include Post Dated Cheque/ ECS/ Standing Instructions/ ACH/ NACH or any other mandate issued by its owner in favour of Bank for the repayment of EMI's/ Loan amount/ accrued charges and/or interest amount. **"Sanction Letter"** shall mean the letter as issued by the Bank to the Borrower laying down terms and conditions for availing the Loan, details whereof are in the Schedule I hereunder.

"Savings Account/s" means the account/s of the Borrower/s maintained with Bank's branch (if any).

"Schedule (s)" means the schedule(s) annexed to this Agreement and shall form part and parcel of it.

2. **Bank's agreement to lend and Borrower's agreement to borrow**

2.1 The Bank agrees, based on the Borrower's request, representations, warranties, covenants and undertakings as contained herein and in the application for Loan and other documents executed or tendered by the Borrower in relation to the Loan, to lend to the Borrower and the Borrower agrees to borrow from the Bank, the Loan on the terms and conditions as fully contained in this Agreement, Schedule I and Sanction Letter.

2.2 The relationship between the Bank and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Bank under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Bank. The Borrower shall ensure that the Loan is utilized for the purpose mentioned in PM Street Vendor's Atmanirbhar Nidhi Scheme.

3. Fees, Charges, Costs and Claims

3.1 The Loan shall bear charges and any other fees as mentioned in the Schedule II (Schedule of Charges), which the Borrower agrees to pay to the Bank separately.

3.2 The Bank shall be entitled to recover from the Borrower prepayment charges at the rate mentioned in the Schedule II (Schedule of Charges) on the amount of Loan repaid by the Borrower ahead of the repayment terms as mentioned in the Schedule I.

3.3 The Bank shall also be entitled to recover from the Borrower any other charges or costs incurred, or claims suffered by the Bank in connection with the Loan, including on account of execution and stamping of this Agreement.

4. Disbursement

4.1 The Bank shall, unless agreed between the Borrower and the Bank otherwise and as stated in the Schedule I, disburse the Loan by issuing a banker's payment order or a demand draft crossed as "A/c Payee only"

i. in the name of such party/ ies as per the instructions of the Borrower; or

ii. in the name of the Borrower at discretion of Bank.

4.2 The Bank may not disburse at any time, any amount under the Loan unless all the conditions and any other formalities prescribed by the Bank including the following, but not restricted to, are complied with, in the sole discretion of the Bank:

i. The Borrower's submission to the satisfaction of the Bank of a certificate of vending/identity card issued by Urban Local Bodies (ULB's) or provisional certificate of vending or letter of recommendation of ULB/Town Vending Committee (TVC)

ii. The Borrower's submission to the Bank of Repayment Instruments towards repayment instalments.

iii. Any other document or writing as the Bank may require in its sole discretion; and

4.3 The Borrower shall repay to the Bank the amount equated in terms of monthly instalments each on EMI Presentation Date or such part thereof as shall remain due and owing to the Bank. The Equated Monthly Instalment shall include interest component.

4.4 The Borrower agrees that the Loan may be disbursed by the Bank in lumpsum as its sole discretion.

5. Interest & Loan Account

5.1 Interest on the Loan shall accrue from the date on which the disbursal has been affected in the Loan Account and accordingly the computation of the first EMI shall be calculated only for the actual number of days remaining for the due date of first instalment. For rest of the instalments the entire period of 30 days based on a pre drawn schedule shall be taken into consideration. The disbursement of the Loan will be done by issuing the disbursement pay order / demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary / recipient and, with the realization of such payment order / demand draft or the time taken in such realization.

5.2 Interest on the Loan shall be computed and debited to the Loan Account on the due date in each calendar month/quarter/half year/year as stated in the Schedule I.

5.3 Interest tax and other levies as may be applicable from time to time on the Loan shall be borne by the Borrower.

5.4 The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, costs, service/pre-payment and other charges, claims and expenses) to the Borrower's Loan Account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the Loan.

5.5 All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank) including arrears of EMI, 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. 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. Penal Charges shall accrue on a daily basis without any notice to the Borrower. In addition to Penal Charges, the Bank shall be entitled to charge interest equivalent to the contracted Interest Rate of the Loan on the default amount till the time the default amount is not paid by the Borrower.

5.6 Interest on the Loan shall be computed and debited to the Loan Account taking the basis of 365 days a year.

5.7 **Interest Reset:** The Bank shall have the right to reset the Interest Rate ("Reset Interest Rate") on each reset date ("Interest Reset Date") in accordance with any of the following options:

i. The benchmark rate or the spread, as the case may be, shall stand revised.

ii. The fixed Interest Rate stands revised; or

iii. In a manner mutually agreed between the Bank and the Borrower.

5.8 The Bank shall inform the Reset Interest Rate to the Borrower within such period as may be decided by the Bank and communicated to the Borrower prior to such Interest Reset Date and the Borrower shall be liable to pay interest on the Loan at the Reset Interest Rate and all references in this Agreement to the term "Interest Rate" shall mean such Reset Interest Rate.

6. Repayment

6.1 The Loan (including the principal, interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement) shall be repayable by the Borrower to the Bank:

i. at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank);

ii. by way of EMI as mentioned in the Schedule I towards repayment of principal and interest; and

iii. by separate repayments towards repayment of Penal Charges, interest on overdue EMI/instalment/amount/interest, fees, charges, taxes, claims, costs and expenses charged to the Loan Account.

6.2 The EMI amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the interest rate, periodicity of repayment, of the entire liability under the Loan at the end of its tenor and the Borrower agrees to continue paying EMIs until all amounts due under the Loan have been repaid in full to the Bank.

6.3 The Borrowers shall amortize the Loan, if not demanded earlier by the Bank as stipulated in and in accordance with and subject to the Repayment Terms hereto.

6.4 No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI regularly on each due date. It shall entirely be his/her responsibility to ensure prompt and timely payment to the Bank. The repayment instrument for EMI will be presented (as per registered repayment mode) on EMI Presentation date as specified in the Schedule I/Sanction Letter (if any), and the Borrower hereby agrees to maintain sufficient balance in the Loan Account so as to avoid any Penal Charges. Any delay or default in payment of any EMI/instalment/amount/interest under this Agreement shall make the Borrower liable to pay the Bank, interest equivalent to the contracted Interest Rate of the Loan on the default amount till the time the default amount is not paid by the Borrower.

6.5 All repayments of principal and payment of interest and all other amounts by way of EMI or otherwise shall be given effect to in the Loan Account in accordance with the method of effecting payment as stated in the Schedule I or as adopted by the Bank from time to time.

6.6 Repayments ahead of the repayment terms shall attract prepayment charges as stated in the Schedule I.

7. Bank's Rights

A. The Bank shall, in relation to the Loan:

i. have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/ amount of EMI or of any other amounts outstanding thereunder and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank of such revision.

ii. have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of Interest Rate (including Penal Charges), periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason, and the Borrower agrees that such amendment and/or revision shall become applicable on being notified by the Bank of such amendment and/or revision;

iii. be entitled to disclose any information about the Borrower, his/her account relationship with the Bank and/or any default committed by him (whether such information is provided by the Borrower or obtained by the Bank itself and whether in form of repayment conduct, rating or defaults) to its head office, other branch offices, affiliated entities, Reserve Bank of India, any refinancing agency, credit rating agency and such third parties as the Bank may in its sole and exclusive discretion, deem fit and proper. The Bank shall also be entitled to seek and receive any information as it deems fit in connection with the Loan and/or the Borrower from any third party; and

iv. have the right of lien (general and specific) and set-off against all of the Borrower's accounts and deposits of any nature (maintained with the Bank) and the right of cross- collateralization/cross-linking of Borrower's assets and properties, and to make it effective in the interest of the Bank, the Borrower shall execute Annexure I hereunder and/or any other document as the Bank may deem necessary in this regard.

v. Bank and/or RBI shall have unqualified right to make disclosure or publish of: (i) Borrower name as defaulter (including as wilful defaulter) and to disclose and furnish to TransUnion CIBIL Limited ("CIBIL") and any other agency authorized in this regard by Reserve Bank of India. (ii) Any other information relating to Borrower to the Credit Information Bureau of India (CIBIL) and / or any other governmental / regulatory / statutory or private agency as required under law from time to time. Borrower hereby authorise & give consent to Bank to disclose, without notice to Borrower, information furnished by Borrower in application form(s) / related documents executed / to be executed in relation to the Facilities availed from Bank, to Bank's other branches / Credit bureau / Rating Agencies, Service Providers, banks / financial institution, governmental / regulatory authorities or third parties for KYC information verification, credit risk analysis, or for other related purposes that Bank may deem fit. Borrowers waive the privilege of privacy and privity of contract.

B. Records and Inspection

The Borrower shall keep and maintain in accordance with good business practice and Applicable Laws, all statutory books, books of accounts, bank statements / pass books and other records of the Borrower and in particular, maintain records showing the operations and financial conditions of the Borrower and such records shall be open to examination by the Bank and / or its authorised representatives and the Borrowers shall if so required by the Bank, furnish to the Bank at such intervals as the Bank may request a schedule or copy of all the entries which shall have been made in the said registers. The register shall clearly indicate which of the assets have been hypothecated/mortgaged/pledged or otherwise charged to the Bank or to any other person/entity.

In the event the Borrower's loan Account is classified as a red-flagged account in accordance with Applicable Law, the Lender shall have the right to initiate an audit or any other form of investigation, either directly or through an independent third-party auditor, at the Borrower's cost and expense.

The Borrower agrees to fully cooperate with such audit or investigation, as the case maybe, including but not limited to providing access to all relevant books, records, documents, personnel, and systems as may be reasonably required by the Lender or its appointed auditors.

In the event, the audit or investigation remains inconclusive or is delayed beyond a reasonable period due to non-cooperation by the Borrower, the Lender shall have the right to conclude on the status of the Borrower's loan account as fraud or otherwise, based on the material available on record and its own internal assessment and investigation. Any such determination shall be binding on the Borrower and may result in the Lender classifying the Borrower's loan Account as fraud, along with appropriate legal actions as deemed necessary in accordance with Applicable Law.

Notwithstanding anything to the contrary contained in this Agreement, upon declaration of the Borrower's loan account as 'fraud', the Lender shall be entitled to exercise all the rights available to it under Applicable Law and/ or pursuant to occurrence of an Event of Default under this Agreement.

8. Borrower's Representations, Warranties, Covenants and Undertakings

8.1 With a view to induce the Bank to grant the Loan to him/her, the Borrower, hereby represents/warrants to/ covenants/ undertakes with the Bank that he/she:

i. has given complete and correct information and details in the application form about himself/herself.

ii. has no pending claims demands litigation or proceedings against him/her before any court or authority (public or private);

iii. shall ensure that the purpose for which the Loan is advanced by the Bank is fulfilled in all respects and produced to the Bank, and the necessary documents evidencing utilization of the Loan, as may be required by the Bank, shall be submitted to the Bank.

iv. shall in addition to the income/ financial statement/s required by the Bank, furnish such other information/ documents concerning his/her employment, trade, business, profession or otherwise as the Bank may require from time to time.

v. shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the Loan in accordance with the repayment terms mentioned in the Schedule I.

vi. shall keep himself/herself aware of the rules of the Bank, pertaining to Loan, and in force from time to time.

vii. In the event of Savings Account/s of the Borrower/s being closed or being shifted from the Bank to any other bank, the Borrower/s shall within 15 days of such closure or shifting of account, arrange to the satisfaction of the Bank any other alternative mode of payment of the instalments as per Repayment Instrument failing which the Bank would have an option to recall the outstanding Loan of the Borrower/s.

viii. The Borrower hereby acknowledges and agrees that the Bank has a right to award a separate mandate to its auditor or any independent auditor, as the Bank may deem fit, with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such auditors and provide the necessary information and/or documents as may be required by such auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said certificate and agrees to indemnify and keep the Bank indemnified in this regard.

ix. All outstanding dues, of an amount of Rs. 1,000, or above, payable to any creditor of the Borrower (including any operational or financial creditor) have been paid on the relevant due date and no insolvency proceedings have been initiated or filed against the Borrower.

x. The Borrower shall supply to the Bank, promptly upon becoming aware of them, the details of any filing by any creditor (financial creditor or operational creditor) which are made or threatened against him/her, in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 or any analogous laws.

xi. The Borrower has not conducted any fraud or have been declared a wilful defaulter by RBI or any lender.

xii. The Borrower has not been declared to be a wilful defaulter. Borrower confirms that he/she has neither been in default nor have been included in any list of defaulters (including wilful defaulters) of RBI or any other lender 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 Borrower or any regulatory or statutory authority.

xiii. Borrower unconditionally agree, undertake, and acknowledge that Bank shall have the right to unconditionally cancel its outstanding un-drawn commitment in the event of deterioration of Borrower creditworthiness.

xiv. For the purpose of the above clause, deterioration in creditworthiness shall include without limitation:
a. downgrade by a Credit Rating Agency.
b. inclusion in RBI's wilful defaulters list.
c. closure of a significant portion of my/our operating capacity.
d. decline in the profit after tax as per prevailing policy of the Bank.
e. any adverse comment from the statutory auditor in my/our books; and
f. failure by Borrower to comply with the Terms and Conditions of Loan

xv. That Borrower is above the age of 18 years at the time of application for the Loan and further confirms that Borrower shall not cross the age of 75 years at the time of maturity of the Loan.

xvi. The Borrower shall neither register nor comply with any direction to register any encumbrance or change in shareholding/ beneficial interest/ profit sharing pursuant to any non-disposal undertaking, voting arrangement, pledge, lien, hypothecation, attachment, charge, mortgage, compromise, scheme of arrangement, or any other form of encumbrance or restriction received from its promoters/ shareholders/ designated partners without the prior written consent of the Bank. Any breach of this covenant, or any attempt to create or allow such encumbrance or arrangement without such prior written consent, shall constitute an Event of Default under this Facility Agreement, entitling the Bank to exercise all rights and remedies available hereunder.

8.2 The Borrower makes the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength of the correctness thereof the Bank has agreed to grant the Facility. The Borrower also agrees that it is a condition of the grant of the Loan that if any statement made with reference to the above is found to be false at any time the Bank shall be at liberty and entitled to revoke the facility.

8.3 The Borrower declares, assures and states that the Borrower is not a director nor a specified near relative of any director of the Bank or any other banks including scheduled co- operative banks, subsidiaries/trustees of mutual funds/ venture capital funds; and the Borrower is not a relative of any senior officer of the Bank or of any other bank.

9. Events of Default

The Bank may by a written notice to the Borrower, declare all sums outstanding under the Loan (including the principal, interest, charges, expenses) to become due and payable forthwith upon the occurrence (in the sole decision of the Bank) of any one or more of the following:

i. The Borrower fails to pay to the Bank any amount when due and payable under this Agreement.

ii. The Borrower fails to pay to any person other than the Bank, any amount when due and payable or any person other than the Bank demands repayment of the loan or dues or liability of the Borrower to such person ahead of its repayment terms as previously agreed between such person and the Borrower.

iii. The Borrower defaults in performing any of his/her obligations under this Agreement or breaches any of the terms or conditions of this Agreement.

iv. Any of the information provided by the Borrower to avail the Loan or any of his/her representations, warranties herein being found to be or becoming incorrect or untrue.

v. Any person commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commits act of insolvency under any applicable law.

vi. if the Borrower dies.

vii. On or at any time after the happening of an Event of Default, Bank may (without prejudice to the other rights and remedies available to it under this Agreement or under law) by notice in writing to the Borrower declare that:

a. The Loan and all interest accrued and all costs, Penal Charge(s), and other charges, if any, expenses and other sums outstanding under this Agreement and the Loan are immediately due and payable to Bank, whereupon the same shall become due and payable by the Borrower forthwith in accordance with the terms of the notice without any further notice of default, presentment or demand for payment, protest or notice of non-payment or dishonour or other notice or demand of any kind or nature whatsoever; and

b. Exercise any right, power or remedy permitted to it by law, including by suit, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in this Agreement or for an injunction against a violation of any of the terms and conditions as per this Agreement applicable to the Loan, or in aid of the exercise of any power or right granted in this Agreement and/or as a creditor.

10. Bank's appointment of Agent

10.1 The rights, powers and remedies available to the Bank under applicable law and under these present, shall be exercised by the Bank through any of its employees or agent and the Bank may delegate any or all of the said powers and authorities to such employee or agent.

10.2 The Borrower accepts that the Bank shall without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, be entitled, and have full power and authority, to appoint one or more third parties and delegate to such third party all or any of its functions, rights and powers under this Agreement relating to the administration of the Loan including the right to collect and receive on behalf of the Bank all the dues under this Agreement and give valid and effectual receipts and discharge to the Borrower and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto. For the purpose aforesaid or any other purpose which the Bank at the sole discretion may deem fit, the Bank shall be entitled to disclose to such third parties all necessary and relevant information pertaining to the Borrower.

11. Miscellaneous

11.1 The Borrower confirms the accuracy of the information given in the Loan Application and further confirms that no material changes or alteration has taken place subsequent to the date of application which would impact adversely the safety of amount granted by the Bank in any manner whatsoever.

11.2 Interest on the amount of the loan will be applied at the rate specified in the Schedule I to the Agreement.

11.3 Without prejudice to any other term of this Agreement, the Parties expressly agree that any payment made by the Borrower to the Bank under this Agreement shall be appropriated by the Bank in the following order:

i. costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the Loan, interest and all sums due and payable by the Borrower to the Bank under this Agreement.

ii. Penal Charges, interest on overdue EMI/instalment/amounts/interest and loss of profit on the defaulted amount/s.

iii. prepayment charges.

iv. interest; and

v. principal amount of the Loan.

11.4 The Parties agree that any delay or omission by the Bank in exercising any of its rights, powers or remedies as the lender of the Loan under this Agreement and other documents pursuant hereto shall not impair the right, power or remedy or be construed as its waiver or acquiesce by the Bank.

11.5 The Parties confirm that this Agreement, its Schedule(s) and Annexure(s) and any other documentation pursuant to it represents one single agreement between the Parties and they shall be read jointly and construed accordingly.

11.6 This Agreement supersedes all prior discussions and representations between the Parties, including the Bank brochure, save with respect to the obligations of and representations made by the Borrower to the Bank set forth in any correspondence, application forms or otherwise made or agreed to be made howsoever.

11.7 This Agreement shall be governed by and construed in accordance with the laws of India. The Courts having jurisdiction where the Branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement. The Parties hereto unconditionally agree and accept that, any matters, questions, differences and/or dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof shall be resolved through Arbitration Proceedings under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Both the Parties also irrevocably agree that seat of all/any arbitration proceedings shall be at Jaipur, and the parties have accepted the online mode for conduct of arbitration proceedings. The Parties further agree that the arbitration proceedings shall be conducted online under the aegis of any of the arbitral/ selected ODR (Online Dispute Resolution) institutions mentioned in the Schedule A to the present Agreement. In case the Borrower/ Obligor opts for/ chooses physical arbitration proceedings in place of ODR then they shall opt for the same by sending a relevant written communication in this regard to the selected ODR institute within 7 days of initiation of online arbitration proceeding, at the decided venue/ seat of arbitration i.e., Jaipur. The list of arbitral/ ODR Institutes has been chosen by the Parties after evaluating the concept, process, bye laws and methodology adopted by them and the parties unequivocally agrees to follows the same. The award given by the competent arbitrator(s) by the selected Arbitral/ ODR institution under the aegis of such ODR institution(s) shall be final and binding on all Parties to the Agreement.

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 and/or other relevant forums 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.

11.8 The addresses of the Parties shall be as mentioned under the Schedule I. The Borrower shall forthwith inform the Bank of any change in his/her address (current residence and office).

11.9 Any notice or request, required or permitted under this Agreement to be given by either Party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule I (or in case to the Borrower, on the address of the Borrower last known to the Bank):

i. If given by the Bank, such notice may be given by personal delivery, fax or by post and shall be deemed to have been served upon or received by the Borrower, if given by personal delivery, when so delivered and if by post, on expiration of 3 days after the same has been delivered to the post office for onward transmission to the Borrower under certificate of posting; and

ii. If given by the Borrower to the Bank, when it is actually received by the Bank.

12. Disclosure

12.1 The Borrower understand that as a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to the Borrower and furnishing of guarantee in relations thereto, the Bank requires consent of the Borrower of the credit facilities granted/ to be granted by the Bank for the disclosure by the Bank of information relating to the Borrower, any credit facilities availed of / to be availed, by the Borrower/guarantor/s, obligations as assumed by the Borrower in relation thereto and default, if any, committed in discharge thereof.

12.2 Accordingly, the Borrower hereby agrees and gives consent for the disclosure by the Bank of all or any such:

i. the information or data relating to Borrower(s) and/or his/her obligations in any credit facility granted/ to be granted by the Bank.

ii. default, if any, committed by Borrower in discharge of its obligation as the Bank may deem appropriate and necessary. Further, Bank and/or RBI shall have unqualified right to disclose or publish the name of the Borrower as defaulters (including as Wilful Defaulters) and to disclose and furnish to TransUnion CIBIL Limited ("CIBIL") and any other agency authorized in this regard by Reserve Bank of India.

12.3 The Borrower declares that the information and data furnished by the Borrower to the Bank are true and correct. The Borrower undertakes that:

i. CIBIL and/or any other agency so authorized may use, process the said information and date disclosed by the Bank in the manner as deemed fit by them; and

ii. CIBIL and/or other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit guarantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

12.4 The Borrower hereby gives specific consent to the AU SMALL FINANCE BANK 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 AU SMALL FINANCE BANK, 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 AU SMALL FINANCE BANK, as and when requested by the concerned 'IU'

12.5 The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under such terms and conditions as the Bank may decide in its sole discretion. The Borrower expressly agrees, in the event of sale or transfer as aforesaid, it shall accept such person to whom the Loan is sold or transferred as his/her lender and make the repayment of the Loan to such person as may be directed by the Bank. The Borrower shall not transfer or assign his/her rights under this Agreement.

12.6 Any security(ies) furnished by the Borrower, under any other agreement entered or to be entered into with the Bank, 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 Bank. The Borrower expressly agrees and accepts that in the event of any default being committed by the Borrower under any other agreement with Bank, under which the Borrower is enjoying financial/ credit facility, such event, shall be considered as an event of default occurred under this Agreement and Bank, 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 Bank.

12.7 If the Bank is unable to receive any applicable subsidy from the Government due to any misrepresentation or ineligibility/fraud/default/negligence on the part of the Borrower, then Borrower shall indemnify the Bank.

12.8 The Bank shall be entitled to set off all monies, securities, deposits and other assets and properties belonging to the borrower and/or the guarantor (s) in the possession of the Bank, whether in, or on any account of the Bank or otherwise, whether held singly or jointly by the borrower and/or the Guarantor with others and may appropriate the same for settlement of dues hereunder.

12.9 The Bank shall have an unconditional right to cancel the undrawn/unavailed/unused portion of the Loan at any time during the subsistence of the Loan, without any prior notice to the Borrower, for any reason whatsoever. In the event of any such cancellation, 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 the Loan duly and punctually as provided herein.

13. Assignment and Transfer

13.1 The Bank shall have a right to sell or transfer (by way of assignment, securitisation or otherwise) whole or part of the Loan and outstanding amounts under the Loan or any other rights under this Agreement or any other document pursuant hereto to any person in a manner or under such terms and conditions as the Bank may decide in its sole discretion.

13.2 The Borrower expressly agrees, in the event of sale or transfer as aforesaid, it shall accept such person to whom the Loan is sold or transferred as his/her lender and make the repayment of the Loan to such person as may be directed by the Bank.

13.3 The Borrower shall not transfer or assign his/her rights under this Agreement.

14. Lien and Set Off

Without prejudice to any rights of Bank, Bank shall have a paramount lien and right of set-off against all monies of the Borrower standing to the credit of the Borrower in any Account(s) of the Borrower with Bank and the Borrower authorizes Bank to debit the Account(s) of the Borrower with Bank or to apply any credit balance to which the Borrower is entitled on any Account of the Borrower with Bank in satisfaction of any sum, whether for principal or interest or otherwise due and payable by the Borrower to Bank under the Transaction Documents. Nothing herein contained shall prejudice or adversely affect any general or special lien or right to set-off to which Bank is or may by law or otherwise be entitled or any rights or remedies of Bank including in respect of any present or future security, guarantee, obligations of the Borrower. For the said purpose and in the interest of the Bank, the Borrower shall execute Annexure I and/or any other document as the Bank may deem necessary.

15. Grievance Redressal

The Borrower acknowledges that for redressal of any grievance arising out of this Agreement, the Borrower/Guarantor 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

16. 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 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.

Bank has Board approved Collection of Dues and Repossession of Security Interest policy which is uploaded at Bank's website. Policy lists down the fair practices with regards to Collection of Dues and Repossession of Security and thereby fostering customer confidence and long-term relationship. The Bank may also use the services of recovery agents for Collection of dues and Repossession of Security" Detailed policy can be referred through below given link:

https://www.au.bank.in/Notice-Slider-3-3-policy-on-collection-of-dues-and-repossession-of-security.pdf

Schedule A

1	Exclusive jurisdiction in favour of Court(s) & Tribunal(s) at	Jaipur
2	List of Arbitral Institutions / Online Disputes Resolution platform for resolution of disputes by way of Mediation / Arbitration and conciliation	(a) **Name**: CLRMDR **Address:** D-871 GROUND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 **Contact Details:** 9717012845 **Email ID**: info@clrmdr.com
		(b) **Name**: Resolvere **Address**: D-871 SECOND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 **Contact Details**: 011-45131430 **Email ID**: resolvere.info@gmail.com
		(c) **Name:** Easy Solution **Address**: G-18/41, Ground Floor, Sector-15, Rohini, New Delhi-110089 **Contact Details**: 9212710624 **Email ID**: DJRBCLEGAL18@YAHOO.COM
		(d) **Name**: SYNERGY ARBITRATION HUB PRIVATE LIMITED **Address**: C-17, L.G.F, Friends Colony (East), New Delhi-110065 **Contact Details**: 9999964750 **Email ID**: admin@synergyarbitration.com
		(e) **Name:** Nyay 24/7 (Truth Beat Ventures Private Limited) **Address**: D-126, 2nd Floor, Jan Path, Shyam Nagar, Above Yes Bank, Jaipur, Rajasthan, 302019 **Contact Number**: 7738357454 **Email IDs:** atul.mathur@nyay247.com, admin@synergyarbitration.com
3	Seat of arbitration	Jaipur shall be the seat / venue for Arbitration in the case of proceedings being held physically. In case of hybrid and online disputes resolution proceedings, Jaipur shall be deemed to be the Seat of Arbitration
4	Preferred language of Arbitral Proceedings	English
5	Co-ordinates of Borrower(s) / Guarantor(s) for conduct of Arbitration / Mediation proceedings online.	
	Borrower	Registered Mobile No.
		Registered WhatsApp No.
		Registered E-mail ID
	Co-Borrower (1)	Registered Mobile No.
		Registered WhatsApp No.
		Registered E-mail ID
	Co-Borrower (2)	Registered Mobile No.
		Registered WhatsApp No.
		Registered E-mail ID
	Guarantor (1)	Registered Mobile No.
		Registered WhatsApp No.

		Registered E-mail ID
	Guarantor (2)	Registered Mobile No.
		Registered WhatsApp No.
		Registered E-mail ID

Note: - Borrower(s) and other obligors, if any, undertake to inform bank in writing about any change in the registered mobile number, registered WhatsApp number and registered e-mail ID. In case of Borrower(s)'s/ obligors 'failure in communicating any change in the registered mobile number, WhatsApp number and e-mail ID to the bank in writing such contact numbers and e-mail ID as on record with the Lender shall continue being the co-ordinates of the respective Party and any communication sent to such co-ordinates shall be treated as a valid service, notwithstanding the contrary/ failed delivery status or report thereof. Proceedings held using such co-ordinates shall be valid and conclusion thereof by way of an order / award shall be binding on the Parties thereto.

Schedule-I

S. No.	Particulars	Details
1	Place and Date	
2	Bank Branch	
3	Branch Address	
4	Applicant/ Borrower Details	
	(a) First Name	
	(b) Middle Name/Father's/Husband's Name	
	(c) Surname/Family Name	
	(d) Telephone No. (R)	
	(e) Residential Address	
	(f) Office Address	
	(g) Telephone No. (O)	
	(h) Email Address	
	Details of Sanction Letter	
5	Loan Details	
	(a) Loan Amount (in figures)	
	(b) Loan Amount (in words)	
	(c) No. of Instalments	
	(d) Interest Rate	19.75%
	(e) Interest Reset Date	NA
	(f) Processing Fee	NIL
	(g) Periodicity of Interest Compounding	
	(h) Repayment Terms	EMI
	(i) EMI Amount	
	(j) EMI Presentation Date	
	(k) Disbursement Details	
	(l) Prepayment Charges	NIL
	(m) Repayment Instruction/Instrument Return Charges	NIL
	(n) Swap Charges (Cheque/Instrument)	NIL
	(o) Penal Charges	PSL Category: NIL for loans up to ₹50,000
	(p) Interest on overdue EMI/installment/amount/interest	shall be charged on overdue EMI/installments/amounts/ interest at the contracted rate of interest of the Loan
	(q) Duplicate Statement Issuance Charges	NIL
	(r) Duplicate Amortization Schedule Issuance Charges	NIL

S. No.	Particulars	Details
	(s) Duplicate Interest Certificate (Provisional/Actual) Issuance Charges	NIL
	(t) CIBIL Report on Issuance Charges	NIL
	(u) Charges for Subsequent Set of Photocopy of Loan Agreement/Documents Were Requested by the Borrower	NIL
	(v) Stamp Duty Charges	As per state's stamp act

Notwithstanding anything mentioned above, the Bank can add, delete, modify all or any of the aforesaid terms & conditions by notifying the Borrower of such addition, deletion or modification.

IN WITNESS WHEREOF the Parties hereto have set their hand on the day, month and year hereinabove mentioned. Signed and delivered by the within named Borrower(s):

Borrower Name__________________

Signature of the Borrower __________________

SCHEDULE - II (Schedule of Charges)

S. No.	Charges Parameters	Applicable Charges
1	Rate Of Interest	19.75%
2	Processing Fee	NA
3	Guarantee Fee	NIL
4	Prepayment Charges	NIL
5	Inspection Charges	NIL
6	Stamp Duty Charges	Borne by borrower as per stamp duty act of applicable state
7	Legal & Courier Charges	NIL
8	Tele-calling Charges	NIL
9	Collection Charges	NIL
10	Interest on overdue EMI	At the contracted rate of Interest (Loan IRR)
11	Penal Charges	PSL Category: NIL for loans up to ₹50,000
12	Bouncing Charges	NIL
13	Foreclosure Charges	NA
14	Insurance Charges	NA
15	Conversion charges for switching from floating to fixed interest and vice- versa	NA
16	Margin Money	NIL

NOTE:

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 bodies 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 authorities as per charges approval matrix.
5. GST and other Government taxes applicable as per prevailing rate will be charged over and above the fees and charges.
6. Bank do not levy any loan related and ad hoc service charges/inspection charges on priority sector loans up to ₹ 50,000.
7. The terms and conditions, as defined by AU Small Finance Bank, apply. Please refer **www.au.bank.in** for Further details.
8. Service fees applicable for PM SVANidhi Scheme effective from 1st September 20

BADLAAV
HUMSE HAI

<u>Consent Letter/Disbursal Request</u> Form

To,

The Manager,

AU SMALL FINANCE BANK LIMITED

Name of Applicant	
Loan A/C No.	
Loan Amount (₹)	
Date of Disbursal	
Product	PM SVANidhi Term Loan

Dear Sir,

I/We request you to kindly issue/transfer Cheque/DD/RTGS/NEFT/AU CASA in favour of Mr. /Mrs.

/Smt./M/s. _____________ towards Loan sanctioned by you.

I/We agree that charging of Interest on Loan is applicable from the date of disbursement. I/We further agree that the repayment of the EMI/PEMI would be made by me/us on the due date as mentioned in Sanction Letter.

PAYMENT FAVOURING DETAILS					
S. No.	**Name of Payee**	**Bank A/c No.**	**Name of Bank**	**Payable Location**	**Amount**
1					
2					
3					
4					

Dated: _______________ (Signature of Borrower)___________________

Place: _________________ (Name of Borrower) ______________________

BADLAAV
HUMSE HAI

AU SMALL FINANCE BANK
Standing Instruction Form

*Customer Details (To be filled by the Customer. Fields marked with * are mandatory)*

To,
The Branch Manager
AU Small Finance Bank
……………………………………………….. (Branch)

Date: ………………………

Subject: Request for Maintenance of a Standing Instruction

*Customer's Name (as in Bank A/C)………………………………………..

Debit Account																	**No:**

*Mobile No**:** ______________________________
***Description of Transaction:** _____________________________

*Amount **(₹)** figures………………………
Words…………………………………………………………………………
…………………………………………………………………………………..
……………………………………………………………………………………………………
……………………………
Frequency (Monthly / Quarterly/ Half- Yearly /Yearly)
………………………………………………………….

Start Date: End Date:

***Credit Account/Loan No.**																

Name____

Signature of the Customer (As per Bank records)

____

<u>For Bank Use</u>

Signature verified by: ____________________________ Approved by BM: _______________

<u>For COPS Use Only</u>

Maintained on: __________________________________ Set-up charges recovered: YES / NO

<u>**Udyam Registration Certificate Consent Letter**</u>

To,

The Manager, AU Small Finance Bank.

____

Subject: Consent to AU Small Finance Bank Limited for sharing Aadhaar Number to Government or Nodal Agency including Udyam Assist Portal (UAP).

I/We (_entrepreneur_**)------------------------------- do hereby provide my/our consent to AU Small Finance Bank** Limited ("Bank") and agree for sharing by the Bank my/our required information including Aadhaar Number, Mobile number, Address and other demographic details, shared by me/us with the Bank for the said purpose, with _________ for getting the Udyam Registration number from Udyam Assist Platform (www.udyamassist.gov.in).

Other details are as mentioned below:

Name of Enterprises---

(If IME does not have a separate enterprise name, name of the entrepreneur to be given

As per Adhaar).

Major Activity of unit *(Manufacturing/Services / Services – Trading)* **-------------------------------**

Type of organization *(Proprietorship /Partnership / Other)* **--**

Number of Persons employed -------------------

Bank

Name---

Bank A/c No---

IFSC Code--------------------------.

Other detail/Information---

Your Sincerely,

Date--------------------------

Signature--------------------

END USE LETTER

To,

AU SMALL FINANCE BANK LIMITED

Ref: Our Loan/Credit facility Application No. ___________and loan/Credit facility Account No. _____________________

Sub: End use of funds borrowed from AU SMALL FINANCE BANK LIMITED

Dear Sir,

I/We, ________________________________ refers to the Application No. _________________________________ Dated ______________________ submitted by us to AU SMALL FINANCE BANK LIMITED. As stated in the said application form, the said facility is for the purpose of ____. 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; or that such change in purpose shall take place only with the prior written permission of AU SMALL FINANCE BANK LIMITED.

I/We agree that any breach of default in complying with all or any of the aforesaid undertaking(s) will constitute an event of default under the facility agreement.

Thanking You,

Yours Sincerely,

Name:

Signature:

DEMAND PROMISSORY NOTE

ON DEMAND, I, ____________________ (the 'Borrower'), jointly and severally, promise to pay to AU Small Finance bank Limited including its successors and assigns), the amount of the Loan together with the Outstanding Dues under the ___________ Agreement dated __________________(the 'Agreement') entered into between the Borrower and Bank, amounting to a sum of INR _______________________________ together with interest as Bank may fix from time to time, payable with monthly rests, from the date hereof, in terms of the Agreement.

I/We hereby waive the presentment for payment and noting and protest of this Demand Promissory Note.

Capitalized terms used herein but not defined shall have the meaning as given to such terms under the Agreement.

SIGNED AND DELIVERED by the within named Borrower

____

(Name and Signature of the Borrower/Borrower Representative) (Stamp Duty as applicable to be paid separately on this DPN)

Date and Place of execution: ____________________ and ________________.

Affix revenue stamp ₹ 1

[Please sign across the revenue stamp]

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। ব'লা 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 पुश्टी करतात/ हांव तो अर्ज फॉर्म करता/करता/ कर्जाचो करार/ मान्यतेचें पत्र हेर दस्ताऐवजांतले शब्द आनी शर्तींचो मजकूर वाचून म्हाका/आमकां कोंकणी भाशेंत 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 कैँ 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 ചെയ്തു 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 اها درخواست فارم ڪندو آهيان /ڪندو آهيان /قرض جو معاهدو /قبوليت جو خط ٻين دستاويزن ۾ اصطلاحن ۽ شرطن جي مواد کي پڙهي، آءِ /اسان کي سنڌي زبان ۾ بيان ڪيو ويو آهي ۽ آئون /اسين تصديق ڪريون ٿا ته اسان ان کي سمجهون ٿا. آئون اهو ڪندس. اچ 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[మార్చు] 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 Name:	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:

ANNEXURE -1

LETTER OF GENERAL LIEN AND SET OFF

To,

AU Small Finance Bank Limited,
______________________,
______________________,
______________________ (“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. _____________ (Rupees ______________) (“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 favour 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.

Name	SIGNATURE	DATE	PLACE
Borrower			
Co-Borrower			
Co-Borrower			
Co-Borrower			
Co-Borrower			

ANNEXURE- 2

(Example of SMA, NPA Classification and NPA Upgradation of 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 of30 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-mentioned table:

Date	DPD	Classification
"31-Mar-21 "(Due Date)"		SMA-0
30-Apr-21	31	SMA-1
30-May-21	61	SMA-2

Date	DPD	Classification
29-Jun-21	91	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		SMA-0
30-Apr-21	10000	31	SMA-1
30-May-21		61	SMA-2
31-May-21	10000		
29-Jun-21		91	NPA
30-Jun-21	10000		
1-Jul-21			Upgradation*

*Upgradation of Account to standard category can be done after total pending due of Rs. 40,000 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 Loan facility-wise "Para No. 4.2.7.1 -It is difficult to envisage a situation when only one Loan 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 Loan 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 Loan facility/investment or part thereof which has become irregular.

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

Example: If any Loan Facility of Borrower is classified as NPA upon running day-end process as on date, all the Loan Facility of the Borrower needs to be classified NPA upon same day. It is further explained as below mentioned table:

Customer ID	Type of Facility	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 Borrower A Term Loan J is classified NPA
	Cash Credit/ Overdraft	29-Jun-21	NPA Classified Due to Borrower A Term Loan I is 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	Type of facility	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example
A	TermLoan2	29-Jun-21	NPA Classified Due to Borrower A Term Loan I is classified NPA
A	Cash Credit/ Overdraft	29-Jun-21	NPA Classified Due to Borrower A Term Loan I is classified NPA
A	Term Loan 1	15-Jul-21	Upgrade*
A	TennLoan2	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

Borrower Name: ___________________

Borrower Sign:_____________________