SANCTION LETTER / KEY FACTS STATEMENT (KFS)

(CUSTOMER COPY)

Date : ____________

Kind Attn: ___________________

Subject: Sanction of ____________ loan from AU Small Finance Bank Limited for an amount of ₹ _________/- only.

Dear Sir/Madam,

We thank you for choosing AU SMALL FINANCE BANK LIMITED (**"AUSFB"**) as your financial partner and look forward to an enduring relationship with you.

With reference to your loan application ("Application"), we are pleased to extend to you the captioned loan for an amount detailed below subject to terms and conditions set out in this letter ("**Sanction Letter**") and execution of the loan documents between the **Borrower**, **Co-Borrower** (collectively referred to as "**Borrower**") and the "**Guarantor**" and the **AUSFB** and submission of other required documents detailed below.

TERMS OF SANCTION/ KEY FACTS STATEMENT (KFS)

This Sanction Letter/KFS shall be read, understood, and construed in conjunction with the terms contained here-in and those as contained in the Agreement for Loan cum Hypothecation and Guarantee ("Agreement") and the Loan Application made and signed by the Borrower/Co-Borrower/Guarantor named herein :

Part 1 (Interest rate and fees/charges)

1	Date and Place of execution of Agreement	Date : Place:
2.	Loan Application:	Application No.: Date:
3	Applicant/Borrower	Name: Fathers/Husbands Name: Address: Mobile No: WhatsApp Mob No: ______________________ WhatsApp Communication: [ ] required [ ] Not required Email ID: Office address: Office Telephone No:
4	Co- Borrower	Name: Fathers/Husbands Name: Address: Mobile No: WhatsApp Mob No: ______________________ WhatsApp Communication: [ ] required [ ] Not required Email ID: Office address: Office Telephone No
5	Guarantor	Name: Fathers/Husbands Name: Address: Mobile No:

		WhatsApp Mob No: _______________________ WhatsApp Communication: [ ] required [ ] Not required Email ID: Office address: Office Telephone No
6	Lender	AU Small Finance Bank Limited Branch ___________________
7	Loan Details	(a) Product Type: (b) Sanctioned Loan amount (in Rupees): Rs. __________ (c) Total Interest (including Broken period interest): Rs. ________/- (Rupees _______________ Only) (d) Total payable: Rs. ________/- (Rupees ______ Only) (e) Tenure (in Months): ________ (f) Net Amount Disbursed: Rs. ___/- (Rupees _____ Only (Amount disbursed after deducting the charges from the Loan amount. (g) Repayment schedule: Detailed loan repayment schedule covering EMI dates with bifurcation of principal and interest component will be shared along with Welcome Letter after disbursement of the Loan amount.

8	Loan proposal/ account No.		Type of Loan	

9	Purpose/ End Use of Loan	
10	Disbursal schedule (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details	
11	Loan term (year/months/days)	
12	Instalment details	

Type of instalments	Number of EMI/EPIs	EMI/EPI (₹)	Commencement of repayment, post sanction
EMI Due Date	EMI Frequency	EMI Tenure	Moratorium
_____ days of every calendar month	Monthly	_____Months	of _____ months/days starting from _____ and continuing till commencement of EMI as mentioned above (if applicable).

13	Interest rate (%) and type (fixed or floating or hybrid)	
14	Periodicity of Interest compounding	Per annum
15	Method of computation of interest rate	Monthly reducing
16	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

17	Fee/ Charges			
		Payable to the RE (A)		Payable to a third party through RE (B)
		One-time/ Recurring	Amount (in ₹) or Percentage (%) as applicable	Amount (in ₹) or Percentage (%) as applicable
	(i) Processing fees	One Time		–
	(ii) Insurance charges	One Time		–
	(iii) Valuation fees	One Time		–
	(iv) Stamp Duty	One Time		–
	(v) Any other (please specify)	One Time		–

18	Annual Percentage Rate (APR) (%)	
19	Details of Contingent Charges (in ₹ or %, as applicable)	

(i)	Penal charges, if any, in case of delayed payment	
(ii)	Other penal charges, if any	
(iii)	Foreclosure charges, if applicable	
(iv)	Charges for switching of loans from floating to fixed rate and vice versa	
(v)	Any other charges (please specify)	
20	Schedule of Charges	As mentioned in Schedule of Charges below
21	Loan Disbursement Details	As per the Disbursement Request Form ("DRF") or any other instruction given by the Borrower.
22	Mode of Disbursement	The Lender shall make disbursements via any electronic mode of transfer viz. NEFT, IMPS, RTGS into the designated account provided by the Borrower or as per DRF.
23	Penal Charges	shall be charged @ Rs 0.65 for every Rs 1000 (or every part thereof) per day on (i) Overdue EMIs/installments/amount/interest till the time entire overdue EMIs/ installments/amount/interest is not paid, (ii) the outstanding amount of Loan for any breach of the terms of the Sanction Letter or KFS or Loan Agreement till the time breach continues.
24	Interest on overdue EMI/installments/amounts/ interest	shall be charged on overdue EMI/installments/amounts/interest at the contracted rate of interest of the Loan (Loan IRR)
25	Repayment Instrument	(a) ECS/NACH; (b) NEFT; (c) PDCs; (d) RTGS; (e) Standing instructions at the bank; and (f) Any other instrument suitable from time to time and suggested by the Lender
26	Details of Hypothecated Asset	Make: Model: Engine No. Chassis No. Reg No.
27	Mode of Security or charge creation and Priority of Charge	Security/charge creation: Hypothecation of Asset First and Exclusive charge by way of Hypothecation of Asset in favour of the Bank

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 Loan 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 authorized signatory (ies)/representative(s) and family members and disclose them relevant details pertaining to the Loan.
Bank has Board approved Collection of Dues & Repossession of Security Interest policy which is uploaded at Bank's website. Policy Lists down the fair practices with regards to Collection of Dues and Repossession of Security and thereby fostering customer confidence and long-term relationship. The Bank may also use the services of recovery agents for Collection of dues and Repossession of Security.
Detailed policy can be accessed on AU BANK website under notice board.</td></tr>
<tr><td>2</td><td>Clause of Loan agreement grievance redressal which details mechanism</td><td colspan="3">For redressal of any grievance arising out of this Loan 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.aubank.in and/or may contact the nodal grievance redressal officer, as per the matrix and on the email/phone number provided hereunder.</td></tr>
<tr><td rowspan="4">3</td><td rowspan="4">Phone number and email id of the nodal grievance redressal officer</td><td rowspan="2">Level 1</td><td>Call Centre</td><td>Call: 1800 1200 1200
Email: customercare@aubank.in
Feedback/ Complaints: Please visit www.aubank.in on the "Contact us" link or Internet banking or mobile banking.</td></tr>
<tr><td>Branch</td><td>(Please visit www. aubank.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.aubank.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.aubank.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:
Address: Bank House, 6th Floor, Mile 0, Ajmer Road, Jaipur, Rajasthan-302001
Email: pno@aubank.in</td></tr>
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Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest

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(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	
(ii) Details of LSP sourcing the loan of the Applicant/Borrower and acting as recovery agent and authorized to approach the borrower	

Annex B

Annual Percentage Rate (APR)

Loan Amount	
Tenure (in months)	
ROI %	
Loan origination charges*	

Loan origination charges	
Processing Fees	
Documentation Charges	
Valuation Charges	
Insurance Charges	
Any Other Charges	

APR	

Bank Employee Name	**SIGNATURE**

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(Bank Copy)

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3	Phone number and email id of the nodal grievance redressal officer	**Level 1**	Call Centre	**Call:** 1800 1200 1200 **Email:** customercare@aubank.in **Feedback/ Complaints:** Please visit www.aubank.in on the "Contact us" link or Internet banking or mobile banking.
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Loan origination charges*	

Loan origination charges	
Processing Fees	
Documentation Charges	
Valuation Charges	
Insurance Charges	
Any Other Charges	

APR	

I/We have understood the terms and conditions contained in the sanction letter/ KFS and have been explained to me/us in the language understood by me/us.

I/We have received the copy of the sanction letter/KFS provided by the Bank.

Name	SIGNATURE	DATE
Borrower		
Co-Borrower		
Co-Borrower		
Guarantor		
Guarantor		

AGREEMENT FOR LOAN AND GUARANTEE CUM HYPOTHECATION

This composite Agreement for Loan and Guarantee Cum-Hypothecation is made on the date and at the place mentioned in the Key Fact Statement (KFS) hereunder,

BETWEEN

1. 'Borrower' the details whereof are stated in the "KFS" hereunder of the first Part. **AND**

2. The 'Guarantor the details whereof are stated in the KFS hereunder of the Second Part **AND**

3. AU SMALL FINANCE BANK LIMITED small finance bank Regulated by Reserve Bank of India (RBI), having its registered office at AU SMALL FINANCE BANK LIMITED 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur-302001 and a branch in India at the address mentioned in the KFS hereunder written hereinafter referred to as "the Bank/Lender" (Which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Third Part.

   The Borrower and the Co Borrower shall unless it is repugnant to the context or meaning thereof jointly referred hereinafter as the Borrowers.

WHEREAS:

The Borrower(s) has approached the Bank to avail of a loan to be extended to the Borrowers) for against the following purpose and the Guarantor(s) has/have agreed to guarantee the said loan.

(a) Purchases of new Asset's including agricultural machineries, equipments along with all accessories and any incidental expenses and/or

(b) Refinance on the old asset(s)/ Purchases of an old Asset(s) with all accessories and any incidental expenses, and/or

(c) The purpose for which the Loan is given as specified in the KFS hereunder written.

At the request of the Borrower(s) and/or the Guarantor(s), the Bank has agreed to grant the loan requested for, upon the following terms and conditions, which have been duly accepted by the Borrower(s) and Guarantor(s) jointly and/or severally.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

The terms and expression contained in this Agreement and specified in the "KFS" are defined as under.

1.1 **"Borrower", "Co Borrower"** shall mean and include where the context admits and subject as hereinafter provided, (a)in case the Borrower is and individual/sole proprietary concern-the heirs, executors legal representatives and permitted assigns of the individual/sole proprietor, (b)in case the Borrower is a partnership firm-the partners for the time being and from time to time of the partnership firm, the survivor or survivors, their respective heirs administrators, executors, legal representative and permitted assigns, (c)In case of the Borrower is a Bank-its successors and permitted assigns and (d)In case the borrower is a Joint Liability Group- all its members(e)In case the borrower is a Self Help Group- all its members, (f)In case the borrower is Society, The Secretary, Mantri, President, Directors and the members of the Society.

1.2 **"City of Registration"** in relation to:

(1) New Asset/s to be acquired, shall mean the city where the Asset's is to be registered, if required and

(ii) Used Asset/s acquired or to be acquired, shall mean the city or town where such Asset/s is/are registered, if required, with the Registering Authority.

1.3 **"Asset/s or Hypothecated Assets"** shall mean certain equipment including agriculture equipments, machinery and/or vehicles used in construction activity and/or support of construction activity and/or mining activity and/or material handling activity/agricultural activity and/or industrial activity and/or any motor vehicle/or the Borrower(s) in respect of which the Loan is to be made. as acceptable to the Bank, which is to be owned by the Borrower(s) or which is owned by the Borrower(s) and against the security of which the Bank has granted the Loan.

1.4 **"Clause"** shall mean the clause in this Agreement

1.5 **"Corporation"** shall mean any body corporate constituted or incorporated under a statute

1.6 **"Documents" or "Collateral Documents"** shall mean this Agreement and such other documents incidental hereto and/or contemplated hereby, which the Borrower has furnished to the Bank and/or on which the Bank has relied upon to extend this Loan facility to the Borrower.

1.7 **"Fees and Charges"** shall mean charges & fees as given in KFS hereunder.

1.8 **"Guarantor(s)"** shall mean and include, where the context admits and subject as hereinafter provided, (1) in case the Guarantor(s) is an individual/ sole proprietary concern-the heirs, executors, legal representatives and permitted assigns of the individual/sole proprietor; (ii) in case the Guarantor(s) is a partnership firm the partner for the time being and from time to time of the partnership firm, the survivor or survivors of them, there respective heirs, administrators, executors, legal representatives and permitted assigns and (iii) in case the Guarantor(s) is a company/LLP-its successors and permitted assigns (iv) in case the Guarantor(s) is a Society/Trust its President, Secretary, Mantri and all members of the Society/Trust (v) in case the Guarantor(s) is a Joint Liability Group- all members of roup- the Joint Liability jointly and or severally.

Provided that where there are more than one Guarantors, the above term shall mean and include all the stated above, depending on the status of each such Guarantor

1.9 **"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.

1.10 **"Pre equated Monthly Installment/s Interest"** means interest determined at the rate indicated in the KFS attached with the Agreement from the date of disbursement immediately prior to the commencement of the installment.

1.11 **"Installment/s"** shall mean the amounts of periodic payments to be made by the Borrower as per the scheme selected by the Borrower as specified in the KFS hereunder written, necessary to repay the Loan inclusive of tax and other dues over the period of the Loan.

1.12 **"Lending Office"** in relation to the Bank shall mean the branch office of the Bank specified in the KFS hereunder written, from which the Loan is sanctioned and/or disbursed.

1.13 **"Loan"** shall mean the loan amount provide herein.

1.14 **"Interest on overdue EMI/installment/amount/ interest"** shall mean the interest charged at the contracted rate of interest of the Loan (Loan IRR) on the overdue EMis/ installments/amount/interest, and as specified in the Key Facts Statement hereunder.

1.15 **"Penal Charges**" shall mean the charges, applicable upon Events of Default, as mentioned in the Key Facts Statement hereunder.

1.16 **"Post Dated Cheques"** (PDCs) shall mean the post dated cheques drawn to match the date of each installment, on request and if so required by the Bank.

1.17 **"Payment"** shall mean premature repayment of the Loan amount and other charges under this Agreement, as per conditions laid down by the Bank in that behalf and in force at the time of repayment.

1.18 **"Demand Promissory Note"** shall mean the money bond executed by the Borrower in favour of the Bank with agreed rate of interest undertaking return of the same

1.19 **"Rate of Interest and Annual Percentage Rate (APR)"** shall mean the rate of interest and APR referred to in the KFS hereunder written.

1.20 **"Repayment"** means the repayment of the principal amount of the loan; interest thereon, commitment and/or any other charges, insurance (when applicable), fees. and/or other dues payable in terms of this Agreement to the Bank and means in particular repayment as provided in this Agreement.

1.21 **"Sub-Clause"** unless otherwise stated, shall mean the sub-clause in which the reference appears.

1.22 **"Electronic Clearing System"** (ECS) means a debit clearing service notified by Reserve Bank of India participation in which has been consented to in writing nting by the Borrowers for facilitating payment of Installments.

1.23 **"Self Help Group"** means a homogeneous group of volunteers formed for the purpose of thrift and internal lending among the members.

1.24 **"Joint Liability Group"** means a homogeneous group formed with the objective of getting loan with mutual liability/guarantee

1.25 **"Registering authority"** shall have the meaning ascribed to such term under the motor vehicles Act, 1988

1.26 **"Registration Certificate"** shall means the certificate of Registration given by the registering authority.

1.27 **"CRILC"** shall mean Central Repository of Information on Large Credits.

1.28 **"Due Date(s)"** shall mean the date(s) on which any amounts in respect of the Borrowers' dues including the principal amounts of the Loan, interest and/or any other Outstanding Amounts, fall due as specified in this Agreement, KFS and any other document executed with respect to the Loan.

1.29 **"Equated Monthly Installment"** or **"EMI/EMIs"** shall mean the amount, determined by the Lender, payable every month by the Borrowers to the Lender to amortize the Loan with interest over the Term of the Loan.

1.30 **"Outstanding Amounts"** mean principal amount of the Loan outstanding from time to time, and all interests/APR, Interest EMI/installment/amount/interest, on overdue Penal Charges, prepayment charges, costs, commissions, fees & charges, expenses and other amounts due under or respect of this Agreement. in respect of this Agreement.

2. Loan Amount, Interest and Charges

2.1 The Bank hereby grants to the Borrower upon the terms and subject to the conditions hereof a Loan facility in the aggregate amount as stated in the KFS hereunder written on the terms and conditions herein set forth through its Lending Office.

2.2 The Loan shall be disbursed in lumpsum or in suitable installments as per sole discretion of the Bank (which decision shall be final and binding on the Borrowers) and in any case disbursement will be always subject to payment of margin money in respect of the Vehicle(s) by the Borrowers. The Borrowers shall acknowledge the receipt of the Loan disbursed in writing. In case of purchase of a new Vehicle(s) the Lender shall disburse the Loan directly to the dealer for and on behalf of the Borrowers and every such disbursement to the dealer shall be deemed to be disbursement to the Borrowers under this Agreement. In case of refinance of used Vehicle(s) purchase of used Vehicle(s), the amount of Loan may be disbursed by the Bank to the owner/seller of the Vehicle(s) or to the dealer and such disbursement shall be deemed to be disbursement to the Borrowers. The Borrowers shall on or before the date of the first disbursal of the Loan, pay to the Bank annual charges, processing charges, one time upfront fees and such other fees and charges at the rate as may be prescribed in the KFS along-with applicable goods and service tax. All payment to be made by the Bank to the Borrowers under or in terms of this Agreement shall be made by Cheque Demand Drafts Bankers Cheque duly crossed and marked "A/cPayee Only or any other mode decided by the Bank and the collection charges, if any, in respect of all such instruments will begin to accrue in favour of the Lender as and from the date of issuance of the above instruments irrespective of the time for or transit/collection/realization of the chec cheque by the Borrowers.

The rate of interest/APR on the Loan amount shall be as specified in the KFS hereunder. The Bank, in its sole discretion, shall be entitled to modify and vary the Interest Rate/APR from time to time including on account of changes in interest rates made by RBI and/or the Bank. Such variation(s) shall be binding upon the Borrowers.

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 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 entire Loan amount along with the interest/APR as agreed and on such dates/ intervals as and when the same becomes due.

2.3 The Borrower shall pay to the Bank interest/APR as mentioned in the KFS hereunder written. The installments comprises of principal and interest calculated on the basis of reducing balance of principal at the rate applicable and is rounded off fractions of 50 paise into above shall be rounded of to the next higher rupee and fractions of less then 50 paise should be ignored. Interest and any other charges shall be computed on the basis of year of three hundred and sixty five (365) days or three hundred and sixty five (355) days, as the case may be. The repayment schedule of the installments in respect of the Loan is given in the KFS below.

2.4 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 Bank shall be entitled to charge, in addition to Penal Charges, an interest equivalent to the contracted rate of interest of the Loan (Loan IRR) on the entire amount outstanding whether on account of EMI/installment and/or interest and/or any other repayment by the Borrower till the time such default in the repayment continues. The aforementioned charge would not affect the obligation of strict compliance with the repayment schedule. The parties hereto expressly agree that time. is the essence of the contract. The Borrower shall amortize Facility, if not demanded earlier by Lender as stipulated in and in accordance with and subject to the terms & condition of the repayment schedule hereto To overcome operational issues, holidays etc., the Borrower shall at all times keep sufficient balance in bank accounts prior to Due Date of EMI, for clearance of EMI on Due Dates, to avoid Penal Charges and other charges and avoid delinquency status.

2.5 All payment to be made by the Bank to the Borrower under or in terms of this Agreement shall be made by Cheque/ Demand Drafts/ Cash or ECS duly crossed and marked "A/c Payee Only" and the collection charges, if any, in respect of all such instruments will begin to accrue in favour of the Bank as and from the date of issuance of the above instruments irrespective of the time for transit/collection/realization of the cheque by the Borrower. The Borrower agreeis to replace the cheques/issue fresh cheques if required by the Bank.

2.6 Any dishonoring of cheque revocation of the SI/ECS Instruction, would make the Borrower liable to a fiat charge and in case of dishonoring/non payment on the second presentation, Cheque Bouncing Charges as stated in the KFS would be levied. The levy of charge upon dishonoring/non payment of the cheque revocation of ECS instruction is without prejudice to the right of Bank under section 138 of the Negotiable Instruments Act, 1881 or any other rights and remedies in law.

2.7 The Borrower shall pay one time up front amount towards services to be rendered by the Bank. The up front amount for service rendered is described in KFS of this Agreement.

2.8 The Bank shall furnish a statement of account on or by the 31st March each year, or at the beginning of Loan. Agreement stating there in the amount due, the interest charged etc. Any such statement of account furnished by the Bank shall be accepted by and be binding on the Borrower and shall be conclusive proof of the correctness of the amount mentioned therein. Without prejudice to what is stated above, if the Borrower desires to question any statement or any part thereof or any matter connected there with the Borrower shall inform the Bank with full details of the same within 15 days of the receipt of the statement by the Borrower and shall not be entitled to do thereafter on any ground whatsoever.

2.9 Any dispute being raised about the amount or interest computation or any amount under the Agreement will not enable the Borrower to withhold payment of any installment.

2.10 The charges mentioned in the KFS of this Agreement are subject to change at the sole discretion of the Bank with due intimation to Borrower.

2.11 The Loan shall be disbursed in one lump sum or in suitable installments as per sole discretion of the Bank (which decision shall be final and binding on the Borrower) and in any case disbursement will be always subject to the margin money of the Borrower as per KFS attached with the Agreement. The Borrower shall acknowledge the receipt of the Loan disbursed in writing.

The Borrower agrees and undertakes that in case the Loan amount is not withdrawn by the Borrower during Availability Period, the Bank shall be entitled to withhold and/or cancel fully and absolutely any further disbursement of the Loan amount under the Loan.

Notwithstanding anything to the contrary contained herein, the Bank may, at any time, at its absolute discretion unconditionally cancel the Loan facility without giving any reason thereof and without prior notice to the Borrower. Further, Bank may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in whole or part) if any, from the sanctioned amount, at its sole- discretion, at any time, without giving any prior notice to the Borrower(s) or without assigning any reasons thereof. The Bank shall also be entitled to recall any disbursed amount of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable by the Borrower under this Agreement.

2.12 In case of any statement or Duplicate Document specially required by the Borrower, the Bank shail charge as stated in the KFS.

3. Repayment

3.1 The loan amount, interest and other charges thereon shall be repaid by the Borrower in installment as per the repayment schedule specified hereunder. Notwiths-tanding the same, the Bank may at anytime, without the provision of any reason therefore, require repayment of the loan amount, interest and other charges thereon forthwith on demand and may appropriate all the amounts available with the Bank towards these ese amounts, interest and other computation/fixation of installments shall be without prejudice to the right of the delivery of the Asset/s. The repayment shall commence as per the repayment. scheme irrespective of the delivery of the Asset/s. Strict compliance with the repayment scheme is an essential condition for the grant of the loan. The Borrower shall repay the loan, interest and other charges by way of installments, the number of which is mentioned in the KFS hereunder written and of amount(s) also mentioned in the KFS. Out of these instaliment, the number of installments as mentioned in the KFS hereunder written are payable prior to the disbursal of the Loan ("Advance EMI/Installment"). The balance number of installment as mentioned in the KFS are each payable at the period or as specified in the KFS hereunder written by delivering to the Bank, the cheques, in advance, duly signed. The first of the balance installments installin shall be due on the date mentioned in the KFS, or after such other period as specified by the Bank from time to time. The number of cheque and the amounts of installments are as mentioned at the KFS with date corresponding with the day when each of the above installments is payable, each in favour of the Bank (the said cheques are hereinafter referred to as Post Dated Repayment

Cheques" or "PDC").

3.2 No notice, reminder or intimation shall be given by the Bank to the Borrower prior to the presentation of any the Post Dated Repayment Cheques and Insurance Premium Cheques to the respective drawee banks for encashment thereof.

3.3 Each of the above Post-Dated Repayment Cheque shall be deemed to have been drawn on the date which shall appear on each of such cheques. Such PDCs shall be drawn from a scheduled Bank situated in a town ar city where such Lending office of the Bank is located.

3.4 The Borrower may, prepay the whole or any part (at the discretion of the Bank) of the outstanding loan (including, interest, fees and charges herein) by giving notice in writing to that effect. The Borrower would have to give minimum written notice of 30 days expressing his intention to prepay the loan amount.
In such an event the Bank will be entitled to charge Prepayment Charges as mentioned in the KFS on the principal outstanding or any other rate which is applicable at such time as per the Bank policy on the Principal outstanding. Prepayment will be applied to installment in inverse order of maturity. The interest and any other charges etc. would be leviable till the end of the months in which prepayment notice expire and the interest has been computed as per clause 2 of this Agreement. The prepayment shall take effect only when cash has been paid or cheques have been cleared.

3.5 The Bank may at its absolute discretion on encashment of any or more of the PDC, pay insurance premium or part thereof or any fees or charges payable by the Borrower herein without adjusting the proceeds of such cheques (as the case may be towards any Installment or Instaliments).

(1) If any, one or more than one or all the PDC delivered to the Bank by the borrower pursuant to the terms of sub-clause 3.1 or to be delivered in terms of sub clause:

(ii) is lost, destroyed or misplaced while in custody of the Bank, or

(iii) Becomes non-encashable due to death, insolvency, lunacy, termination of authority or otherwise of the signatory thereof or liquidation or any moratorium of the drawee bank, then in that event, the Borrower shall, with three working days of receipt of any intimation of such loss. destruction or misplacement (as the case may be). from the Bank or immediately on the said cheques or any of those being non encashable due to the reasons mentioned in (ii) above, deliver to the Bank such number of cheques (those that have been lost, destroyed, misplaced or become non encashable) drawn in the manner mentioned in Sub-Clause Any non-presentation on the Bank due to any reason whatsoever will not affect the liability of the Borrower to repay the loan and/or any other amount under this Agreement.

3.6 Upon execution of this Agreement the Borrower/ Guarantor(s) shall execute a Demand Promissory Note of the value of the total Loan amount less the Advance instaliment. It is expressly clarified that such Demand Promissory Note shall be by way of collection of security and shall not be deemed to be conditional payment of the Loan.

3.7 In the event of cancellation of the loan agreement before the delivery of the Asset/s, the customer is is liable to pay the Loan

Cancellation/Rebooking charges as stated in the KFS in addition to other charges as expressed in this Agreement.

4 COVENANTS FOR PRICE OF THE ASSET

4.1 The Borrower and guarantor hereto confirm that the Asset price has been arrived at after taking into account all relevant taxes, duties and levies applicable as on the date of this Agreement. The Borrower agrees that the installment shall be increased by any fresh imposition or increase in Asset price, taxes, duties, levies become payable by the Bank by virtue of entering into this Agreement. In the event of such taxes, duties, levies and charges increasing during the period of the placing of the order of the Asset and its acceptance and eventual delivery to the Borrower, such increase shall be borned and paid by the Borrower.

4.2 If the price of the Asset (in case of acquiring a new Asset) is revised upwards after the date hereof, then and in that event ent the Borrower shall pay all of the amount (in addition to the amount paid or to be paid by him/it along with the loan as the price of the Asset) that may be required for acquiring the Asset at such revised price and the Bank shall not be liable to pay such amount by way of Loan or otherwise for such revision in price of the Asset.

4.3 if the Borrower fails to pay the amount as mentioned in Sub-clause 4.2 within fifteen days of revision of the price of the Asset or within the period allowed for this purpose by the manufacturer of dealer of the Asset, which is earlier, then and in that event the Bank may at its discretion as agent of the Borrower cancel, annul or rescind the booking of the Asset and collect the refund of booking price (after such deductions as may be made by the manufacturer of the Asset or its dealer) for adjustment thereof against any amount that may be due and payable the Borrower to it in terms hereof.

4.4 The Borrower for the purpose of clause 4.3 hereby irrevocably authorized the Bank to cancel, annual or rescind any booking of the Asset and to receive any refund of booking price or the Asset from the manufacturer or its dealer.

5. SECURITY

5.1 In consideration of the Bank having granted or agreed to grant to the Borrower the Loan subject to the terms and conditions mentioned herein, the Borrower hereby hypothecates mortgages/pledges/assigns to and charges in favour of the Bank by way of first and exclusive charge on the Assets described in the KFS hereunder including the assets of the Borrower given as security. The Borrower confirms that the Asset(s) carries no prior lien and it is free from any encumbrances. Provided that if the Asset (to be acquired) has not been delivered to and/or registered (wherever applicable) in the name of the Borrower at the time of signing of this Agreement, the particulars of the Asset shall be informed in writing by the Borrower or the Borrower may direct the dealer to supply the same within two days of such delivery and/or registration, whereupon such writing shall from part of the KFS and this Agreement hereof;

5.2 That the Bank is not responsible for delivery of duly endorsed Registration Certificate and that the Borrower shall not withhold payment of stipulated installments on the pretext that Registration Certificate has not been delivered.

5.3 The Borrower and/or the Guarantor(s) hereby expressly and irrevocably agree that they shall be estopped din in law from taking the plea that on the date the Loan agreement was signed the exact details of the Asset were not available.

5.4 The Borrower undertakes to get the endorsement fo hypothecation done in the registration certificate from the concerned Registration Authority (wherever applicable). The endorsement shall be made in the name of AU SMALL FINANCE BANK LIMITED, The Borrower(s) where the Borrower(s) or any of them is a Company undertakes to get the charge registered with the relevant Registrar of Companies (ROC) in a manner acceptable to the Bank.

5.5 The charge created by the Borrower in clause 5.1 above shall stand as security for the repayment and payment by the Borrower of the loan granted. granted or to be granted to the Borrower by the Bank and of all fees, interest costs. and expenses incurred or to be incurred by the Bank hereunder and all. Other monies payable or to become payable by the Borrower to the Bank pursuant to the terms hereof.

5.6 The charge herein created shall continue unless and until the Bank shall issue a certificate discharging the security created herein and shall not affect, impair or discharge the liability or the Borrower by winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, take over of the management, dissolution or nationalization (as the case may be) of the Borrower, and

5.7 The charges hereunder created shall remain in full force so long as all the repayments and payments mentioned in clause 3 are not made.

5.8 The hypothecation shall be deemed to take place immediately on signing of this Agreement or delivery of the Asset as the case may be whichever is earlier.

5.9 The security for the Loan is created by the hypothecation of the vehicle and the Borrower agrees and undertake that the principle sum of the loan, interest, commitment and charges and any other dues under this Agreement shall be secured by a first hypothecation of the vehicle described in the KFS hereto and charged in favour of the Bank and same will be up to the satisfaction of the Bank.

5.10 The Borrower shall

(i) Give a declaration to the effect that the Borrower or hypothecator assets has a clear and marketable title to the mortgaged offered as primary/collateral security which is free from all reasonable doubts and encumbrance and that the Borrower indemnifies and keep the Bank saved and harmless against any risk whatsoever.

(ii) Execute a money bond/Demand Promissory Note in favour of the Bank for the amount of the Loan thereby undertaking to repay the Loan.

(iii) Execute a power of attorney in favour of the Bank in the form described by the Bank.

(iv) Obtain such approval/permission /consent /no objection certificate as may be necessary from the concerned authorities.

6. REPRESENTATIONS BY THE BORROWER AND THE GUARANTOR(S)

6.1 The Borrower and the Guarantor(s) jointly and severally represent that:

(i) (in case of it being a Corporation/LLP) is a Corporation/LLP duly incorporated or constituted and existing under the laws of india with power to enter into this Agreement and each of the documents to which it is or will be a party, and

(ii) all corporate and other actions have been duly taken which are required to be taken by any person to authorize the execution by the Borrower and the Guarantor(s) of this Agreement and of each collateral document the performance by it of obligations herein and under each collateral document.

(iii) (in case of it being a society) is a society duly incorporated or constituted and existing under the laws of the State of Rajasthan or other State of India with power to enter in to this agreement and each of the documents to which it is or will a party; and

(iv) The Borrowers shall provide information to the bank about any subsequent credit facility availed by them from any other lending institutions.

(v) The Borrower confirms that he has not been declared as willful defaulter by RBI or any lender.

(vi) The Borrower shall not induct a person in the capacity of key managerial person/ director / promoter who is a director / partner / member / trustee of a company / firm / association of persons / trust/ a person in charge and responsible for the management of the affairs of the Borrower, as the case may be, identified as willful defaulter. In the event of such a person is found to be a key managerial person/ director / partner / member / trustee of a company / firm / association of persons / trust/ a person in charge and responsible for the management of the affairs of the Borrower, as the case may be, identified as willful defaulter, the Borrower shall take expeditious and effective steps for removal of such person.

6.2 The Borrower represents that

(i) no encumbrance of any nature nor any lien exists. over the Asset hypothecated herein, and

(ii) It/he has obtained and done all that is necessary to give full force and effect to all authorization, approvals consents licenses and permission required in or by the laws of India in relation to this. Agreement, Collateral Documents and the Hypothecated Asset, and;

(iii) he/it is aware that the dishonour of any instrument shall be construe as an act under section 138 of the Negotiable Instruments Act, 1881

6.3 The loan amount may be disbursed by the Bank directly to the dealer in the case of purchase of a new Asset's and such disbursement shall be deemed to be disbursement to the Borrower. In case of refinance on an old asset/purchase of an old Asset, the amount may be disbursed by the Bank to the owner/ seller of the Asset or to the Dealer and such disbursement shall be deemed to be disbursement to the Borrower.

6.4 The Borrower shall utilize the entire Loan for the purchase of the Asset(s) as indicated by him in his Loan application and or other purpose whatsoever. The Borrower shall purchase the livestock from the agreed parties and the Bank can pay the Loan amount directly to the Borrower or third party from whom the livestock is proposed to be purchased.

6.5 The Borrower and Guarantor agree and confirm that the Bank may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under this Agreement either by itself (through its officers or employees) or through employees) its appointed third parties (including recovery agents). The Borrower/ Guarantor 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 authorized signatory(ies)/ representative(s) and family members and disclose them relevant details pertaining to the Loan

6.6 The Borrower agrees hereby to pay the Installments and other dues etc to the Bank under this Agreement for the aforesaid Asset irrespective of whether or not the Asset is in use by the Borrower and/or even if the Asset is not in use due to damage and repair.

6.7 In case the Loan is taken jointly by more than one Borrower, their liability shall be joint and several, even if the vehicle/equipment is registered in the name of one of the Borrowers or possession of the live stock is with one or other of the borrower.

6.8 Insolvency

(1) No corporate action, legal proceeding or other procedure or step described in clause 14 or any other creditors process has been taken or is currently pending or threatened in relation to the Borrower or guarantor

7. INDEMNITY

The Borrower shall indemnity the Bank and keep indemnify the Bank save and harmless on demand in respect of any action, claims costs, damages, demands, expenses, losses and liabilities made against suffered or incurred by the Bank arising directly or indirectly from or in connection with:

7.1 any failure by the Borrower and/or the Guarantor(s) to Bank with the provision of this Agreement and/or

7.2 any liability including third party liability that may arise out of the possession, operation and use of the Asset by the Borrower or by its employees or by its Agents or by other persons whosoever whether or not authorized by the Borrower for use of the said Asset and incidental to that purpose and/or

7.3 any claims, losses, demands actions, costs, expenses and liabilities incurred or suffered by the Bank by reason of the representations and warranties given by the Borrower and/or the Guarantor(s) being false or untrue in material respect and/or

7.4 costs, expenses and liabilities incurred or suffered by the Bank by reason of the Hypothecated Asset not being free from encumbrance and/or any previous charge; and/or

8 GENERAL CONVENANTS OF UNDERTAKING AND WARRANTIES

8.1. The Borrower shall:

(i) obtain and do all that is necessary to maintain in full force and effect all authorizations, approvals, consents, insurances, licenses, permissions, and renewals required in or by the laws of India in relation to this Agreement, each of the Collateral Document and the performance of obligations. hereunder and there under and the Asset;

(ii) get the Asset (in case of acquiring a new Asset) registered with the appropriate Registering Authority (wherever applicable) under the Motor Vehicles Act, 1988;

(iii) Inform the Bank in writing of any theft or damage of the Asset, death or accidental death lodging of any claim whatever with any insurance Bank in respect of the Asset and such writing shall be delivered to Bank within three working days of such damage or lodgment of claim;

(iv) inform the Bank of any loss, destruction or misplacement of the Registration Certificate of the Asset or the Insurance Policy relating to the Asset within three working days of such loss, destruction or misplacement;

(v) not apply for any duplicate Registration Certificate for the Asset otherwise than by delivering the application thereof the Bank for endorsing its charge on the Asset; and

(vi) not transfer the registration of the Asset to any city or town other than the City of Registration.

(vii) indemnify and keep indemnified the Bank against any loss loss or damage to the Asset or any part thereof from whatever cause whether or not such damage is as a consequence of the negligence of the Borrower.

8.2 The Borrower warrants that he/she/it/they shall have and maintain sufficient balance in the account of the drawee Bank for payment of Post-Dated Cheques/ECS Instruction on the day when any installment herein. becomes payable and for 45 days thereafter. The Borrower(s) shall not close any such account without the prior consent of the Bank.

8.3 The Borrower hereby warrants and undertakes that he has paid all public demands and all taxes and revenue payable to the Government tent of India or to the Government of any State or to a local authority and that at present there are no-arrears of such taxes and revenues due and outstanding.

8.4 it shall be the Borrower's obligation to keep him acquainted with the rules of the Bank, from time to time.

8.5 It is the responsibility of the borrower to communicate the GSTIN number of particular state for the purpose of billing.

8.6 In case of unregistered borrower, the address as given under Borrower's Details would be considered for the purpose of computation of GST

8.7 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

8.8 Please note that for the purpose of this agreement, registered applicant would mean a person registered under the GST Act.

8.9 It is the responsibility of the Borrower to provide AUSFB 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.

8.10 The Borrower (where such Borrower is an individual) or the director/partner/member of such Borrower (where such Borrower is not an individual), is not a director or specified near relation of a director of a banking. company (including the Bank) (as specified by the RBI), including director of scheduled cooperative bank, director of subsidiaries/ trustees of mutual funds/venture capital funds set up by any banks (including the Bank) or a relative/near relation (as specified by RBI) of a senior officer of the Bank (as specified by RBI).

9. CONVENANTS FOR HYPOTHECATED ASSET

The Borrower hereby expressly and irrevocably agrees to the covenants that during the period of this Agreement, the Borrower shall

9.1 keep the Hypothecated Asset specifically appropriated to the security herein;

9.2 pay all rates, assessments taxes, and other outgoings which are now or hereafter may be assessed, ssessed, Imposed, or payable for the Hypothecated Asset by the Government, municipal corporation, Registration. Authority or other authority and on demand produce to the Bank every receipt thereof, charges, taxes, assessments or other outgoings.

9.3 Allow inspection of the the Hypothecated Asset and all documents relating thereto for verification thereof or making valuation by (a) the Bank (b) its officers, auditors, technical experts, management consultants, valuers or any other persons authorised for the purpose by the Bank.

9.4 Not sell, encumber, transfer or otherwise dispose of or suffer or allow to suffer any attachment (including installation of (LPG/CNG Kit) or distress to the Hypothecated Asset or any parts thereof or allow anything that may prejudice or endanger the security herein without the express consent in writing of the Bank.

The Borrower undertakes to get the Registration. Certificate endorsed in the name of the Bank (if applicable under Motor Vehicles Act), to further express the fact that the Asset stands hypothecated to the Bank. Any direct or indirect transfer of the Asset would be deemed to be criminal/breach of trust and a case of cheating entitling the Bank to file/pursue FI R or a Criminal compliant against the Borrower and Guarantor(s) without prejudice to the Bank's other right and remedies in law. The said Hypothecated Assets are in the custody of the Borrower in its capacity as bailees.

9.5 On demand being made by the Bank or without demand, if any of the events mentioned in clause 14 arise:-

(a) to give immediate actual possession to the Bank, its nominees or agents (as the case may be) of Hypothecated Asset;

(b) to transfer, deliver and endorse all registrations, policies, certificates and documents relating to the Hypothecated Asset to the Bank, its nominees or agents (as the case may be); and

(c) do and execute or cause to be done and executed at the costs and expenses of the Borrower, all such acts, deeds, assurances, matters, and things as may be required by the Bank for further assuring and confirming the security created herein and the rights, power and remedies hereby conferred.

9.6 sign and deliver the necessary forms that may be required to be filled with the Registering Authority or other authorities under the Motor Vehicles Act or any other law for the time being in force to record the charge of hypothecation on the said Asset, created or to be created in favour of the Bank.

9.7 Submit to the Bank a certified true copy of the Registration Certificate relevant to the Asset for which the Loan has been taken. This Registration Certificate will be submitted within 60 days of having taken delivery of the Asset or 150 days from the date of disbursal of the Loan, whichever is earlier.

9.8 Punctually pay all the sums stated elsewhere in this Agreement.

10. INSURANCE AND MAINTENANCE

10.1 The Borrower shall at its own expense during the continuance of the security herein keep the Hypothecated Asset covered under comprehensive risks, including rlot, civil commotion risks, fire, unlimited third party risk and other hazards stipulated from time to time and live stock will be also insured for its life and health with any insurance company by timely payment of all premia in respect of such insurance and produce and deliver (its so required by the Bank) any insurance policy, cover note or receipt on demand by the Bank for its inspection and verification.

10.2 The Borrower hereby expressly agrees to pay advance premium against insurance policy along with his/her loan EMI's and the Bank shall be entitled to credit the amount of advance premium for insurance policy, so received with the amount of loan EMI, to the account of the Borrower which shall be debited at the time of renewal of the insurance policy.

10.3 Borrower hereby agrees that it shall avail an insurance policy to secure the Hypothecated Asset(s) provided by the Borrower with any insurance company and shall deposit the insurance policies and all cover notes premia Version-receipts etc., with the Lender against the Facility so given to him/her/it by the Lender.

10.4 The Bank shall collect advance premium from the Borrower based upon prevailing market insurance premium rates, which may vary at the time of renewal as per the norms and guidelines issued by the insurance Bank(ies).

10.5 The Borrower hereby agrees that he/she will pay the difference amount, if any, at the time of renewal, failing which the Bank shall be entitle to charge late payment charges as per the KFS of this Agreement.

10.6 The Borrower also, expressly agrees that, in the event of default, when the Borrower fails to pay his/her EMI's for more than 90 days, the Bank shall be under no obligation to renew the insurance policy so taken up by the Borrower and the amount of advance premium so deposited by the borrower with the Bank shall be forfeited at the sole discretion of the Bank.

10.7 The insurance policy to be taken out hereunder shall be in the name of the Borrower and the Bank shall be described as loss payee under such insurance.

10.8 The Borrower agrees and undertakes to keep and maintain in good and marketable condition the said Asset at its own expenses and replace all such parts whether broken or damaged, as is the normal practice adopted for the maintenance of any Asset. The Borrower expressly agrees to engage mechanics, dealer service facilities expressly authorized by the manufacturer of the Asset to effect repairs and to service the Asset.

10.9 If the Borrower fails to comply with any of the terms.

mentioned above in this Clause, the Bank may without prejudice to its rights and remedies under this Agreements and in law take such steps as it may deem fit to keep and maintain the Asset or insurance or renew such insurance at the Borrower's costs, charges and expenses. Which the Borrower on demand shall. reimburse by the Bank.

10.10 in order to safeguard the security for the Loan and to ensure that the Bank lien is marked on the insurance, the Bank may get the insurance done on behalf of the Borrower, by being a facilitator and making the premium payment to the approved insurance Bank through the Borrower's post dated cheque/ pay order/any other payments instructions. However the Bank shall not be obliged to do the same and any non-payment on the part of the Bank due to any reason whatsoever shall not affect the liability of the Borrower to pay the necessary insurance premium and to keep the Asset(s) insured. The first claim on any insurance proceeds shall be that of the Bank with respect to insurance policy and its renewal as stipulated from time to time and shall pay Rs. 250/- or such other amount as may be specified by the Bank form time to time as nominal compensation for the services rendered by the Bank for the facilitating the above mentioned arrangement with the insurance Bank and ensuring that the Companies name is marked under insurance. The transaction fee is subject to change at the discretion of the Bank. The Bank shall be entitled to recover any payments made pursuant to this clause as part of the dues under this Agreement.

10.11 The Bank at its option shall be entitled to adjust, settle or compromise in any manner whatsoever at the Borrower's cost any dispute arising under or in connection with any such policy of insurance and such adjustment, settlement and compromises shall be valid and binding on the Borrower.

10.12 The Bank at its option will have the right to appropriate any monies receive from the insurance Bank towards the Borrower's obligations to the Bank.

10.13 The Borrower accepts that the Bank shall not be liable for any loss on account of non-renewal of insurance of the Asset and/or delay/non payment by the insurance Bank/or any settlement claim by the Borrower.

10.14 The Borrower shall at its own expenses take every step to keep good health of the livestock including vaccination, maintaining hygiene etc. good and healthy feed to the livestock and maintain proper and clean dwelling structure for the livestock and routine medical check up as per the terms and conditions of policy.

10.15 The Borrower shall inform to the Bank and the insurance Bank about the death if any of the animal within the time prescribed by the insurance Bank and make arrangement for post mortem as per the terms and condition of policy and agreement.

11. COVENANT TO PAY BY GUARANTOR(S)

11.1 in consideration of the Bank granting or continuing to make available the Loan as it may think fit to the Borrower, the Guarantors) where there are more than one Guarantors) all of them jointly and severally, hereby irrevocably and unconditionally guarantee/s the full performance of this Agreement by the Borrower and in the event of any non-performance of the whole or any part of the Agreement and the liabilities whether actual or contingent now or any time hereafter due, owing and incurred to the Bank by the Borrower together with interest (as well as before any demand or judgment) to date of payment at such rates and upon such terms and all fees, cost, charges and expenses as may from time to time be payable by the Borrower in terms hereof.

11.2 The Guarantor(s) guarantee to the Bank is/are for the regular and punctual payment of all sums due under this. Agreement and the due performance and observance by the Borrower of the terms and conditions of this Agreement.

12. CONTINUING GUARANTEE

12.1 The guarantee is a continuing security and shall continue notwithstanding:

(i) the death, insolvency, lunacy, liquidation dissolution (as the case may be) or any incapacity of the Borrower of Guarantor(s) or, (in case the Guarantor is more than one) any one, more than one or all of them; or

(ii) any change in the constitution of the Borrower of any Guarantor(s) or in the name or style of the Borrower or Guarantor(s);

12.2 This guarantee shall be deemed to have been given separately for payment of each installment of the Loan, interest thereon or any/all monies payable by the Borrower to the Bank in terms hereof and this guarantee shall not stand terminated or determined or extinguished merely for demand of any amount in full and the Guarantor(s) is discharged of the guarantee obligation herein.

12.3 The guarantee is in addition to and shall not merge with or otherwise prejudice or effect any other right, remedy, guarantee, indemnity or security and may be enforced notwithstanding the same or any mortgage, charge, pledge, hypothecation or lien now or hereafter held by or available to the Bank.

12.4 The Guarantor(s), hereby waive any right which the Guarantor may have of first requiring the Lender (or any trustee, agent, receiver or other person acting on the Lender's behalf), and the Lender shall not be required at any time, to: (a) give any notice to, make a demand. upto, or take any action against the Borrower, (b) proceed against, obtain a judgment, file a proof in a winding-up or dissolution of the Borrower, enforce any other rights or security or make a demand or claim payment from any person, before making a claim or initiating any legal action against the Guarantor.

13. CROSS COLLATERALIZATION

13.1 The Borrower and Guarantor expressly accepts and acknowledges that the Bank at all times shall have the right of cross-collateralization and cross-linking with respect to the Borrower's and/or Guarantor's property(ies) and asset(s), and to make it effective in the interest of the Bank, the Borrower and Guarantor shall execute Annexure I hereunder and/or any other document as the Bank may deem necessary in this regard.

14. EVENTS OF DEFAULT

The Borrower and/or the Guarantor(s) expressly, irrevocably, jointly and severally agree with the Bank that in the event of.

14.1 The Borrower or the Guarantor(s) or any or more of them (in case of the Guarantor(s) being more than one person) fails to pay any sum due from it or him herein or,

14.2 The Borrower or any of the Guarantor(s) fails to perform any obligation or commits any breach of any of the terms, representations, warranties, convenience and condition herein contained or misrepresentations of the Bank; or

14.3 The Borrower or any of the Guarantor(s) (in case of either of them being a corporation or partnership firm) takes any action or other steps are taken or legal proceedings are started for winding-up dissolution or re- organization or for the appointment of a receiver, trustee or similar officer on its assets particularly on the Hypothecated Asset, or,

14.4 The Borrower or the Guarantors (in case of either of them being an individual and in case of the Guarantors). (if more than one, any of them) dies or takes any steps or any steps are taken with a th a view to his being made insolvent in any jurisdiction or with a view to the appointment of a receiver, trustee or similar officer of any of his assets, or

14.5 The borrower fails to pay any insurance premium for the Hypothecate Asset or cheque bounce charges in terms and conditions hereof, or,

14.6 The Hypothecated Asset is confiscated, attached, taken into custody by any authority or subject to any execution proceeding; or

14.7 The Hypothecated Asset is distrait, endangered or damaged for is caused any other reason whatsoever causing the same to be a total loss in the opinion of the Bank or bodily injury to any person due to any accident or otherwise; or

14,8 The Borrower fails to pay any tax impost, duty or other imposition or comply with any other formalities required for the Hypothecated Asset under law from time to time; or

14.9 The Hypothecated Asset is stolen of untraceable for a period of 30 days for any reason whatsoever, or

14.10 Any of the cheques delivered or to be delivered by the Borrower to the Bank in terms and conditions hereof is not ncashed for any reason whatsoever on presentation, or,

14.11 Any instructions given by the Borrower for stop payment of Post-Dated Cheques revoke ECS Instruction, given as per clause 3, for any reason whatsoever, or,

14.12 The Borrower fails to supply a certified true copy of the Registration Certification within the time frames specified in Clause 9.7; or

14.13 The Hypothecate Asset being destroyed for any reason whatsoever or

14.14 The Borrower failing to file the particulars of the Asset in the prescribed form and as provided in the KFS to this Agreement or,

14.15 Any information given by the Borrower and/or the Guarantor(s)in his loan application to the Bank for financial assistance is found to be misleading or incorrect in any material respect or any representation or any warranty referred in Clause 6 is found to be incorrect or

14.16 The Asset has been used or alleged to have been used for any illegal purpose or activity; or

14.17 The borrower detaches himself from the society by ceasing to be part of the membership or by not supplying the full quantity of milk or any by product/s and Borrowers own and financed animals.

14.18 The borrower undertakes that he will maintain relation with the society in case he is member of the society and also undertake to sell all and full quantity of the products in any form to the said society only during the Loan period

14.19 Insolvency
(i) An application in filed by any financial creditor or any operational creditor or the Borrowers itself for the insolvency resolution process under the insolvency and Bankruptcy code, 2016 in relation to the Borrower, Co-Borrower or Guarantor.

14.20 Any financial indebtedness of the Borrower is not paid when due or within any originally applicable grace period

14.21 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).

14.22 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).

14.23 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),

14.24 Any circumstance arises which gives reasonable grounds in the opinion of the Bank that it is likely to prejudice or endanger the Hypothecated Asset;

Then in any such case at any time thereafter, without prejudice to the other rights and remedies of the Bank, the Bank may (but shall not be bound to do so), without the specific intervention of a court or any court order, by written notices to the Borrower and the Guarantor(s) declare repayment / recall the loan and all dues or any other sums then owned by the Borrower herein. On the question whether any of the above event's circumstances has/have occurred/happened, the decision of the Bank shall be final, conclusive and binding on the Borrower and/or the Guarantor(s)

15. JOINT AND SEVERAL LIABILITY

The Borrower and Co-Borrower and Guarantor shall be jointly and severally liable to the Bank for all dues, obligations, liabilities and responsibilities undertaken in favour of the Bank.

The Guarantor(s) (and in case there are more than one, all of them jointly and severally), hereby agree that there liability is joint and serval and co-extasing with Borrower.

15.1 Disbursement made to one Borrower shall be fatted as disbursement to other Borrower & Guarantor

15.2 That the liability of the Guarantor(s) shall not be affected nor shall the Guarantee herein be discharged or diminished by reason of
(i) The Bank compounding with, discharging, releasing or varying the liability of for granting any time, indulgence, concession to the Borrower Borrower or any other person or omitting to claim to enforce payment from the. Borrower or any other person; or
(ii) By any variance made without their consent in the terms of this contract or transaction between the Bank and the Borrower; or,

(iii) By any contract made between the Bank and the Borrower by which the Borrower be released; or,

(iv) Any act or omission which would not have discharged or affected the liability of the Guarantor(s) had it been the principal debtor instead of the Borrower or by anything done or omitted which but for this provision might operate to exonerate the Guarantor(s); or

(v) By the Bank losing the security; and the

Guarantor(s) hereby waive, all surety ship rights. that may otherwise be available to them.

(vi) The Bank enforcing or not enforcing any of its security and the Bank shall be entitled to take any proceeding (legal or otherwise) against the Guarantors(s) prior to, simultaneously or subsequent to any proceeding (legal or otherwise) against the Borrower or any other person or entity.

15.3 That the Guarantor(s)'s obligation to pay arises two days after dispatch of written notice by the Bank by registered post irrespective of whether the Borrower has been called upon or proceeded against to pay the Outstanding Amounts, interest and other charges under and in relation to the said Loan. Such a notice of demand by the Bank against the Guarantor(s) shall be final and conclusive evidence that the Borrower has committed a default and that the monies and the amounts claimed there under is due and payable by the Borrower to the Bank and the Guarantor(s) shall not be entitled to challenge the notice on the ground that no default has been committed or the amount mentioned therein as 'due and payable' be not payable or on any other ground whatsoever

15.4 The Bank can apply the security of mortgaged hypothecated/ pledged assigned assets towards the settlement of due or all or any of the members of Joint Liability Group in case of default in repayment by any one or all the members of J LG

16. CHARGE AND EXPENSES

The Borrower shall without prejudice to any right the Bank may have in law, pay on demand of the Bank the following:

16.1 The Borrower shall pay charges as stated in KFS or such other amount as stipulated by the Bank from time to time, towards Cheque Bouncing Charges for each time a Post Dated Repayment Cheque, ECS or Demand Draft. Instruction is returned revoked for any reason whatsoever

16.2 The Borrower shall from time to time on demand reimburse the Bank for all costs and expenses (including legal fees) that may be incurred in connection with the preservation and/or enforcement by the Bank under this Agreement

16.3 The Borrower undertakes to indemnify the Bank against any loss or expense, (including legal fees) which it may sustain or incur as a consequence of any default by the Borrower in the performance of the obligations expressed to be assumed by it in this Agreement.

16.4 The Borrower shall be liable to pay various penalties for possession of the Asset like tow- away charges, godown charges rentals, the expenses on the feed and other care of the animal if any incurred in transition and other such expenses incurred by the Bank for effecting the possession of the Asset and for its safe keeping etc.

16.5 The Borrower shall be liable to pay Cheque Swapping charges as stated in KFS or similar charges towards. replacement of the Post-Dated Cheques/change in ECS instruction given by him.

16.6 If at any time hereafter it is found or required that any extra stamp duty is payable on this Agreement and/or if it is ascertained that stamp duty at a rate higher than the duty presently paid on this Agreement is payable/required to be paid, then the Borrower shall immediately pay the same with penalty (if any) and keep the Lender indemnified and save harmless at all times from the payment thereof.

17. EVIDENCE OF DEBT

17.1 The Bank shall maintain in accordance with its usual practice, accounts in its books evidencing the amount from time to time owned by it herein. A certificate in writing signed by an officer of the Bank stating the amount at any particular time due shall be conclusive and binding on both the Borrower and the Guarantor(s).

17.2 The Borrower and the Guarantor(s) (jointly and severally) hereby agree/s to accept the Bank accounts of sales, realization and recovery of the Hypothecated Asset as sufficient proof of amounts realized and related expenses.

17.3 In any legal action or proceeding arising out of or in connection with this Agreement, the entries made in the accounts maintained pursuant to above Clauses shall be prima facie evidence of the expenses as sufficient proof of the amount beings spent by the Bank,

17.4 The Borrower and Guarantor(s) (jointly and severally) hereby agree's to accept the Bank accounts for any amounts due under this Agreement, insurance, costs, charges, and expenses as sufficient proof of the amounts being spent by the Bank..

18. ENFORCEMENT

18.1 If the Borrower fails to perform any of the obligations herein and the same (if capable of remedy) is not remedied to the satisfaction of the Bank within the period to be specified by the Bank; or,

18.2 Any of the "Event of Default" pursuant to the terms of Clause 14 arise (whether demand for repayment is actually made or not) then and in such case and at any time thereafter, the Bank through its officers, agents or nominees shall have the right (without prejudice to the right in Clause 7) to take any one or more than one of the following actions without the specific intervention of a Court or any Court Order:

(i) With a notice period of 07 days/without any notice and assigning any reason and at the risk and expense of the Borrower take charge and/or possession of, seize, recover, appoint receiver of and remove the Hypothecated Asset. The Bank will be within its rights to use tow-van to carry away the Asset/and or,

(ii) Enter into or upon any place or premise where the Hypothecated Asset may be kept or stored and inspect, value or insure the same at the costs and expenses of the Borrower, and/or,

(iii) Sell by auction or by private contract or tender, dispatch or consign for realization or otherwise dispose of or deal with the Hypothecated Asset in the manner the Bank may think fit,

(iv) Proceed to take possession of the collateral security and exercise powers to make auction of the same for realizing due amount of the Bank

18.3 The Borrower hereby agrees and authorizes the officers, agents and nominees of the Bank to do and exercise any one or more than one of the acts and power mentioned in Clause 18.

18.4 Not with standing anything to the contrary expressed or implied:

(i) The Bank shall not be bound to exercise any of the powers mentioned in Clause 18 or any Collateral Documents, or,

(ii) If the Bank exercises any one or more power mentioned in Clause 18 the same shall be without prejudice to the Bank rights and remedies of any suit or any legal proceeding either pending or that may be initiated against Borrower and or the Guarantor(s) in law; or,

(illi) The Bank or its officers, agents or nominees shall not be in any way responsible for any loss, damage limitation, or depreciation that the Hypothecated Asset may suffer or sustain on any account whatsoever whilst the same is in possession of the Bank, its officers, agents or all such loss, damage or depreciation shall be debited to the account of the Borrower howsoever the same may have been caused; or,

(iv) Neither the Bank nor its agents, officers or nominees shall be in anyway responsible and liable and the Borrower hereby agrees not to be the Bank or its officers, agents or any nominees. liable for any loss, damage, limitation or otherwise for any belongings and articles that may be kept or lying in the Hypothecated Hypot Asset at the time of taking charge and for possession, seizure of the Hypothecated Asset pursuant to the terms of Clause 18.

19. DISTRIBUTION OF REALISATION

The net proceeds of sale, realization, recovery and/or Insurance claim proceeds relating to the Hypothecate Asset herein, on receipt by the Bank shall be applied at its absolute discretion in the manner it thinks fit. The Borrower shall continue to be liable for any deficiency in the amount due to the Bank by the Borrower after adjustment of the net proceeds of sale, realization, recovery and/or insurance claim as above.

20. SET-OFF AND LIEN

20.1 The Borrower and Guarantor expressly accepts and acknowledges that the Bank at all times shall have the right of lien (general or specific) and set-off against the Borrower's and/or Guarantor's accounts and deposits of any nature (maintained with the Bank), and to make it effective in the interest of the Bank, the Borrower and Guarantor shall execute Annexure I hereunder and/or any other document as the Bank may deem necessary in this regard.

21. SECURITISATION/ASSIGNMENT

21.1 The Bank may in its discretion be absolutely entitied and have full power and authority to sell, assign/securitize or transfer in any manner, in whole or in part, and in such manner and on such terms as the Bank may decide, including reserving a right to the Bank to retain its power hereunder to proceed against the Borrower and Guarantor(s) on behalf of the purchaser, assignee or transfree, any or all outstanding and dues of the Borrower and Guarantor(s) to any third party of the Bank choice without reference to or without written intimation by the

Bank or to the Bank, any such action and any such sale, assignment/securitization or transfer shall bind the Borrower and Guarantor(s) to accept such third party as creditor exclusively or as a joint creditor with the Bank, or as creditor exclusively with the right to the Bank to continue to exercise all power hereunder on behalf of such third party and to pay over such outstanding and dues to such third party and/or the Bank as the Bank may direct. Any cost in this behalf, whether on account of such sale, assignment/securitization or transfer or enforcement of rights and recovery of outstanding dues shall be to the account of the Borrower and Guarantor(s). The Borrower and Guarantor(s) acknowledges and undertakes to pay to third parties the difference between the loan amount outstanding and the amount received by the Bank in the event of transfer of the portfolio a third party. The third party shall have the authority to collect the due amounts. The Borrower' Guarantor shall have no right to transfer, in any manner. its rights and obligations hereunder to any third party

21.2 The Borrower and/or the Guarantor(s) expressly agrees, recognizes and accepts that the Bank shall be absolutely entitled and has full power and authority to securities in whole or in part, and/or whether with or without the underlying security the loan along with the amounts outstanding thereon, in such manner and on such terms the Bank may decide, irrespective of whether the Bank gives the borrower and/or guarantor any notice regarding the same.

21.3 The Bank may disclose to a potential assignee or to any person, who may otherwise enter into contractual relations with the Bank in relation to this Agreement such information about the Borrower, as the Bank shall consider appropriate.

22. NO LIABILITY OF BANK.

Not with standing anything contained herein:-

22.1 The Bank shall not in any way be responsible for delay, omission or neglect in encashment, damage or loss of any cheque (already given or to be given by the Borrower to the Bank in terms hereof) for any reasons whatsoever, and/or

22.2 No interest or compensation shall be payable by the Bank to the Borrower on the proceeds to be held by the Bank or during the period the same shail be payable by the Bank for being applied in terms of Clause 19; and/or,

22.3 The Bank shall not be responsible for delay, or non-delivery, or any defect, damage, or quality or the Asset. It is further agreed that the Bank shall not be responsible or liable even in there is a defect or dispute of any nature in the title (even if the Asset is found to be a stolen Asset) or ownership of the Asset.

23. SEVERABLITY

If any provision of this Agreement is invalid or unenforceable or prohibited by law where that provision is to be performed, this agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any party hereto to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such invalid or unenforceable provision was not included herein.

24. CONSENT TO DISCLOSURE

24.1 The Borrower/Co-Borrower/Guarantor hereby agrees and consents, as a precondition relating to the grant of the credit facilities given to the Borrower by the Bank, that in case the Borrower commits any default in the payment of any of the Outstanding Amounts to the Bank, the Bank and/or RBI shall have unqualified right to disclose or publish the name of the Borrower and/or its directors as defaulters (including as Willful Defaulters) and furnish to

Trans Union CIBIL and other agency so authorised by RBI, Borrower's/Co-Borrower's/Guarantor's name as defaulter in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit. Notwithstanding the above the Borrower/Co-Borrower/Guarantor understands that as a precondition relating to grant of the Facility to the Borrower, the Bank. requires the Borrower's/Co-Borrower's/Guarantor's consent for the disclosure by the Bank of information and data relating to the Borrower/Co- Borrower/Guarantor, of the Facility availed of /to be availed by the

Borrower/Co-Borrowers, obligations assured to be assured by the Borrower/Co-Borrower/Guarantor in relation thereto and default, if any, committed by the Borrower/Co-Borrower/Guarantor in discharge thereof. Accordingly, the Borrower/Co-Borrower/Guarantor hereby agrees and gives consent:

a) For the disclosure by the Bank of all or any such information and data relating to the Borrower/Co-Borrower/Guarantor including name and the names of its Directors.

b) For the disclosure by the Bank of all or any such information or data relating to any loan availed of to be availed by the Borrower/Co Borrower.

c) For the disclosure by the Bank of all/any default, committed by the Borrower/Co- Borrower/ Guarantor in discharge of obligations of the Borrower/Co-Borrower/Guarantor under this Agreement as the Bank may deem appropriate and necessary to disclose and furnish to Trans Union CIBIL and any other agency authorized in this behalf by RBI.

d) or publish the name of the Borrower/Co-Borrower/Guarantor and/or the names of its/their Directors as defaulters with or without the photograph in any local/regional/national newspaper/magazine etc. and/or through electronic medium which includes publication on the website etc, and/or in such other manner and through such other medium as the Bank/RBI may in their absolute discretion think fit.

24.2 The Borrower/Co-Borrower/Guarantor hereby declares that the information and data furnished by the Borrower/Co-Borrower/Guarantor to the Bank are true and correct.

24.3 The Borrower/Co-Borrower/Guarantor hereby declares that the Trans Union CIBIL and any other agency so authorized in this regard may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and may furnish for consideration, the processed information and data or products thereof prepared by them, to the Bank or banks/financial institutions and other credit grantors of registered users, as may be specified by the Reserve Bank of India in this regard.

24.4 The Bank may disclose to a potential assignee or to any person who may otherwise enter into contractual relations with the Bank in relation to this Agreement such. information about the Borrower as the Bank may deem appropriate.

24.5 The Borrower/Co-Borrower/Guarantor confirms that the Bank may for the purposes of credit reference checks, verification, etc. disclose any information/documents relating to the Borrower/Co-Borrower/Guarantor (pertaining to the Facility availed by the Borrower) to any third party appointed by it. The Borrower/Co-Borrower/Guarantor further authorizes the Bank to disclose said information/documents to Reserve Bank of India, income tax authorities, credit bureau, third parties, credit rating agencies, data banks, corporates, banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi judicial authorities.

24.6 The Borrower/Co-Borrower/Guarantor on behalf of himself and his heirs and assigns, hereby irrevocably and unconditionally releases and forever discharges, the Bank its affiliated companies, and each of their respective officers, directors, employees, shareholders, representatives, parent companies, subsidiaries. predecessors, successors, assigns, attorneys and all persons acting by, through or in concert with them, of and from any and all charges, claims, complaints. demands, liabilities, causes of action, losses, costs or expenses of any kind whatsoever (including related attorneys fees and costs), known or unknown, suspected or unsuspected, including those which he does not know or suspect to exist in his favour as of the date of this Agreement, that Borrower/Co- Borrower/Guarantor may now have or has ever had against the Bank in respect of any defamation, slander, libel, invasion of privacy, misrepresentation, fraud, stress, breach of any covenant of good faith and fair dealing on the part of the Bank. All such claims are forever barred by this Agreement whether they arise in contract or tort or under a statute or any other law. The final release of all claims by the Borrower/Co- Borrower/Guarantor against the Bank constitutes a material part of the consideration flowing from the Bank.

to the Borrower/Co-Borrower/Guarantor under this Agreement. The term "claims" for the purpose for this Clause shall mean and include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically but not exclusively including all claims against the Bank of the type referenced in this. Clause.

25. COMMUNICATION/ NOTICES/CORRESPONDENCE

25.1 Notice, payment and/or other communication provide for in this Agreement shall be in writing and shall be transmitted

(a) By postage prepaid, registered airmall or by internationally recognized courier service or

(b) Telex, cable, or facsimile transmission to the parties as follows, as elected by the party giving such notice.

(i) in the case of notice or payments to the Bank, to the Bank's Lending Office Address as per the KFS with a caption "Manager- Asset Finance, Manager-Agri finance or any such designation as decided by the Bank from time to time.

(ii) In the case of notice or payments to the Borrower, to the Borrower's address as per KFS

(iii) In case of notices to Guarantor(s), to the Guarantor(s) address as per KFS.

25.2 All notice, payment and/or other communications shall be deemed to have validly given on (a) the expiry of two days after posting if transmitted by post, or (b) the date of receipt if transmitted by courier, or (c) the date immediately after the date transmission with confirmed answer back if transmitted by cable, telex or fascimile transmission, whichever notice to the party.

25.3 Either party may, from time to time, change its address or representative for receipt of notices or other communication provided for in this Agreement by giving to the other not less than 21 days prior written notice to the party.

25.4 In all correspondence, the Loan Account Number, date of loan and complete Vehicle/Equipment details le also the Vehicle/Equipment Registration number Engine Number and Chassis Number should be quoted by the Borrower & Guarantor(s) in case of vehicle loans.

26. BENEFIT OF AGREEMENT

26.1 This Agreement shall be binding upon and inure to the benefit of each party hereto his/her/its heirs, executors, administration, legal representative and successors (as the case may be) subject to Clause 15.

26.2 In case of the death of the Borrower, where the Borrower is an individual the legal representative shall do the following:

(i) Apply under the Motor Vehicles Act 1988 to get the Asset transferred in his name.

(ii) Replace the Post Dated Cheques, insurance premia cheques, fees charges, and residual cheques signed by the deceased Borrower, in the same manner as provided in this Agreement as if he were the Borrower in the first instance.

Execute a fresh agreement, powers of attorney and such other documents as required by the Bank.

Provided that the Bank shall be entitled to exercise its sole discretion in determining whether or not to enter into an agreement etc. with the legal representative and subject to the legal representative meeting the Bank credit criteria and other requirements from time to time. In case the legal representative does not or refuses to follow the above procedure or does not meet with the Bank credit and other requirements the Bank shall be entitled to, at sole discretion repossess dispose off/ sell/transfer the Asset to any third party, which the Bank shall nominate and the short fall on such recovery shall be recovered from the legal representative

26.3 The Borrower and or Guarantor(s) shall not assign or transfer all or any of its rights, benefits and obligations hereunder except the prior written permission of the Bank.

27. MISCELLANEOUS

27.1 The KFS, Sch Schedule of Charges and Annexure(s) attached hereto shall from part and parcel of this "Agreement for Loan and Guarantee cum Hypothecation". The sanction letter welcome letter provided to the Borrower by the Lender shall be in conjunction with this Agreement. In case of conflict between the terms of this Agreement and Sanction Letter this Agreement shall prevail.

27.2 The Borrower expressly agrees that any dealer/supplier/ manufacturer/ seller of the Vehicle/ Equipment and that the Bank shall not be liable for any representations or statements made by supplier the manufacturer/seller to the Borrower have been introduced, negotiated, or conducted shall not be deemed to be an agent of the

Bank nor shall the Bank be deemed to be the agent of such dealer/supplier/the manufacturer/seller and that the Bank shall not be liable for any representations of statements made by such dealer/supplier/manufacturer seller to the Borrower.

27.3 No forbearance, indulgence or relaxation or inaction by the Bank at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Bank to require performance of that provision or be construed as a waiver of any right under or arising out this Agreement or acquiescence in or recognition of rights and/or position other than that expressly stipulated in this Agreement.

27.4 All remedies of the Bank under this Agreement whether provided herein or conferred by statue, civil law, custom or trade usages are cumulative and not alternative and may be enforced successively or concurrently.

27.5 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the parties.

27.6 This is continuing Agreement and all the rights, powers and remedies hereunder shall apply to all past, present and future obligations of the Borrower and the Guarantor(s) to the Bank, including those arising under successive transactions which shall either continue existing obligations, increase or decrease them or from time to time create new obligations after any and all prior obligations have been satisfied, and notwithstanding the death, incapacity, or bankruptcy of the Borrower or the Guarantor(s), or any other event or proceeding affecting the Borrower or the Guarantor(s).

27.7 The headings of the articles and other sub-divisions of the Agreement have been inserted for convenience of reference only and shall not be deemed to constitute a part hereof nor shall the same effect the interpretation of any part of the Agreement.

27.8 in this Agreement, if the context permits or requires words importing the masculine gender shall include the feminine and neuter genders, and words in the singular number shall included the plural and vice versa.

27.9 Borrower Shall carry out all my family transaction through AU SMALL FINANCE BANK LIMITED.

27.10. Unless otherwise agreed to by Bank any payment due and payable under the Loan Agreement and made by the Borrower or received by Bank would be appropriated towards such dues in the order, namely:

(a) EMI or principal amount of the Loan

(b) PEMI

(c) Costs, Charges, Expenses, Incidental Charges. and other monies that may have been expended by Bank in connections with recovery,

(d) Penal Charges and/or Interest on overdue EMI/installment/amount/interest and/or liquidated damages on defaulted amounts;

(e) Commitment Charge and Fees;

(f) towards the interest on costs, fees & charges and other expenses, costs, fees & charges and other expenses, interest on arrears of the Loan; repayment of the Loan, the balance, if any, towards the 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 may discretion consider necessary or expedient.

28. GOVERNING LAW AND JURISDICTION

28.1. 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. Subject to Article 34 (Arbitration) below, the borrowers, co borrowers guarantor and lender herein refer as "Parties" hereto expressly agree that all disputes arising out of and/or relating to this Agreement including any collateral document shall be subject to the exclusive jurisdiction of a competent court in Jaipur, Rajasthan and that accordingly any suit, action or proceedings (referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts or the tribunals and the Borrower irrevocably submits to and accepts the jurisdiction of those courts or tribunals

29. EXPENSES OF THE AGREEMENT

All costs (including advocates cost), charges, expenses, taxes, duties (including stamp duties) registration charges in connection with the agreement, any document executed pursuant hereto and the creation, enforcement, realization or attempted realization of any security, insuring and taking possession of, maintaining, storage and selling of the vehicle shall be incurred and paid by the Borrower(s) alone. In the event the stamp charges as aforesaid are paid by the Bank on the Borrower's behalf, the Borrower shall reimburse the same at the actual to the Bank within 24 hours of the Bank's demand.

30. USE OF THE ASSET

30.1 The Borrower shall insure to use the Hypothecated Asset only for lawful business and shall also use the same in such manner not to offend or violate any statutory provision relation to prohibition, excise and other Acts. Central or State.

30.2 The Borrower undertakes not to use the Asset either by himself or through his servants or agents for any purpose not permitted by the terms and condition of the insurance policy not do or permit to do any act or thing which might render the Insurance invalid and in particular, not to use the Asset/vehicle for transport of goods, articles, etc. in contravention of any of the provision of the Acts of Central and state legislatures relating to (Forest, Excise, Custom, Sales-Tax, Prohibition, Opium, Railway Property, Unlawful Possession, Gold Control) etc. and not to engage in any unlawful or legal activity and the Borrower shall be responsible for any damage or loss sustained by the Bank in respect of the Asset.

31. REGULATORY DECLARATION

31.1 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:

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

(ii) convicted under the provisions of Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974; or

(iii) on RBI's willful defaulters/ caution list; or

(iv) on the Lender's defaulter list; or

(v) or not qualified to act as director in accordance with applicable Law.

31.2 The Borrowers shall provide (i) a declaration about the credit facilities already enjoyed by the Borrowers from other bank in format prescribed under RBI notification (notification no. DBOD No. BP. BC.94/ 08.12.001/2008-09) on Lending under Consortium Arrangement/Multiple Banking Arrangements dated December 08, 2008; (ii) the due diligence report in the format given as per the RBI notification (notification no. DBOD No. BP. BC.94/ 08.12.001/2008-09) on Lending under Consortium Arrangement/Multiple Banking Arrangements dated September 19, 2008, on such frequency as the Lender may require in the context of the Facilities; and (iii) where the Borrower has total exposure of Rs. 5 Crores and above then the Borrower shall obtain Legal Entity Identifier Code in accordance with RBI notification (notification no. DBR.No.BP.BC.92/21.04.048/2017-18) dated November 02, 2017 and (DOR.CRE.REC.28/21.04.048/2022-23) dated April 21, 2022 and on request of the Lender, the Borrower agrees to share the copy of LEI Code with the Lender. The Borrowers undertakes to renew the code as per Global Legal Entity Identifier Foundation. Further, Borrowers who fail to obtain LEI Codes from an authorized Local Operating Unit (LOU) shall not be sanctioned any new exposure nor shall they be granted renewal / enhancement of any existing exposure.

31.3 The Borrower hereby warrants, represents and confirms on the date of this Agreement and thereon on each day during the continuance of the Facility that the Facility availed by the Borrower is not utilized for production, consumption or usage in relation to specified sensitive commodities as provided under clause 2.2.4 of Master Circular on Loans and Advances- statutory and other restrictions dated July 01, 2015, issued by RBI.

31.4 The Borrower hereby warrants, represents and confirms on the date of this Agreement and thereon on each day during the continuance of the Facility that the 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.

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.

32. The Borrower and Guarantor 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, and also in respect of the securities created by me/us for securing the Credit/ Financial facilities availed by the Borrower 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".

33. The Bank shall be entitled to offer further credit facilities by way of enhancement to the Borrower and the Borrower/authorized representative, if interested, shall record his/her consent over phone for availing the credit

facilities. The consent of the Borrower/authorized representative, so recorded, shall be binding on them and shall constitute a legally valid agreement. The terms and conditions of this loan agreement and sanction letter, if any, shall also apply to the credit facilities offered over phone to the Borrower.' Bank shall be entitled to contact the Borrower and the Guarantor for any promotional campaign/offers through any electronic media including WhatsApp.

34. ARBITRATION

The Parties hereto unconditionally agree and accept that, any matters, questions, differences and/or dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof shall be resolved through arbitration proceedings under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Both the Parties also irrevocably agree that seat of all/any arbitration proceedings shall be at Jaipur and the parties have accepted the online mode for conduct of arbitration proceedings. The Parties further agree that the arbitration proceedings shall be conducted online under the aegis of any of the arbitral/ selected ODR (Online Dispute Resolution) institutions mentioned in the Schedule 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 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 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.

35. THE BANK'S SERVICE PROVIDERS

It is agreed by the Borrowers, that without prejudice to any rights of the Bank, all acts/steps as are necessary for the Bank to take in order to monitor/administer the Loan and/or its utilization and/or the obligation of the Borrowers and/or the Borrowers' compliance with the terms hereof and/or to recover amounts due to the Bank, shall and/or may be carried out by and/or through such other person/s (including a company or body corporate) as may from time to time be appointed by the Bank in respect there of and that the Bank will at all times be entitled to share with any such other person that may thus be appointed by the Bank, all documents, statements of accounts and other information of whatsoever nature pertaining to the Borrowers and/or the Loan. The Borrowers expressly recognize and accept 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's 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/execute all acts, deeds, matters and things connected therewith or incidental thereto including sending notices of demand, attending the residence or office of the Borrowers or otherwise contacting the Borrowers, receiving the installments in cash/draft/cheque whether in the name of the Bank or in its own name from the Borrowers, entering in to a compromise with the Borrowers, giving a valid receipt and granting effectual discharge to the Borrowers 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 Borrower and the Loan and the Borrowers hereby consent to such disclosure by the Bank. Notwithstanding the above, the Borrowers expressly accept and authorize the Lender to disclose any such third party information pertaining to the Borrowers and the Loan to any such third party as the Bank may select and the Borrowers. hereby consent such disclosure by the Bank. Timely repayment of the loan facility is essence of this contract.

36. CLAUSE FOR RECOVERY AGENTS

Sale of Hypothecated Assets and Appointment of Recovery Agent

(i) Provided that where a recovery agent is appointed by the Bank for the purpose of taking possession of the Hypothecated Assets ("Recovery Agent"), the appointment and engagement of such Recovery Agent shall be in accordance with the applicable law, including but not limited to guidelines issued by the Reserve Bank of India from time to time. The intention to repossess shall be communicated to the Borrower by a prior written notice of 07 business days.

(ii) The Recovery Agent shall be entitled to take possession only after prior written notice of 07 business days has been sent to the Borrower before exercising the right of taking possession, and if the Borrower fails to repay the Loan or remedy any other Event of Default pursuant to which such right of taking possession has been exercised by the Bank. However, no notice shall be served on the Borrower in the event the lender comes to know that the Borrower is trying to sale, alienate and/or part with possession of the hypothecated assets.

(iii) The Recovery Agent shall proceed to take possession of the Hypothecated Assets once (1) due notice has been duly sent to the Borrower as provided in clause (II) above, (2) no payments towards the outstanding amounts have been made by the Borrower, and (3)the Bank has not waived the Event of Default which has occurred, (4) The Recovery Agent shall ensure that it shall take possession of the Hypothecated Assets in accordance with the applicable laws.

(iv) The Borrower shall be entitled to get the possession of the Hypothecated asset back in the event it repays the Loan within the period mentioned in the demand notice or remedies any other Event of Default within 07 business days of the notice mentioned in clause (II) above, failing which the Hypothecated asset shall be sold without further notice to the Borrower and the sale proceeds shall be adjusted against the due and outstanding amount as determined by the Bank

(v) The Recovery Agent shall, on failure of the Borrower to remedy the Event of Default, be entitled to proceed to sell/auction the Hypothecated Assets. On a sale by auction or private contract or tender, the Borrower shall accept the Bank's account of such sale signed by the Recovery Agent as sufficient proof of the amount realized or due by or under the sale and the costs, charges and expenses incurred in connection therewith

(vi) On a sale by auction or private contract or tender under the provisions of this agreement, the Bank shall be entitled to charge and retain as a part of the costs, charges and expenses incurred in connection therewith such commission as the Bank shall in its sole discretion fix and shall not be liable to account for the same to the Borrower. Such commission shall be in addition to any outgoing payable in respect of such sale. If the sale proceeds are not sufficient to pay the amount of such commission, the Borrower shall pay the same to the Bank on demand.

37. 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 be abide by provisions regarding

(i) notice period before taking possession

(ii) circumstances under which the notice period can be waived

(ii) the procedure for taking possession of the security

(iv) a provision regarding final chance to be given to the borrower for repayment of loan before the sale/auction of the property (v) the procedure for giving repossession to the borrower and

(vi) the procedure for sale/auction of the property.

38. Grievance Redressal

The Borrower and Guarantor acknowledge that for redressal of any grievance arising out of this Loan 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.aubank.in and/or may contact the nodal grievance redressal officer, as per the matrix and on the email/phone number provided hereunder in the KFS.

SCHEDULE OF CHARGES

S. No.	Parameters	Charges applicable as per product				
		Two- Wheeler	Three - Wheeler	Car	Commercial Vehicle & Const. Equipment	Tractor/ Farm Equipment
1	Loan Processing Charges – New Vehicles	Up to 4% of Loan Amount	Up to 2% of Loan Amount	Up to 2% of Loan Amount	Up to 2% of Loan Amount	Up to 2% of Loan Amount
2	Loan Processing Charges – Used Vehicles	Up to 4% of Loan Amount	Up to 3% of Loan Amount	Up to 3% of Loan Amount	Up to 3% of Loan Amount	Up to 3% of Loan Amount
3	Documentation Charges	Up to ₹ 3000	Up to ₹ 2000	Up to ₹ 5000	Up to ₹ 5000	Up to ₹ 5000
4	Interest on overdue installment	At the contracted rate of Interest (Loan IRR)	At the contracted rate of Interest (Loan IRR)	At the contracted rate of Interest (Loan IRR)	At the contracted rate of Interest (Loan IRR)	At the contracted rate of Interest (Loan IRR)
5	Penal Charges on installment default	Rs 0.65 per Rs 1000 (or every part thereof) will be charged daily on overdue installment	Rs 0.65 per Rs 1000 (or every part thereof) will be charged daily on overdue installment	Rs 0.65 per Rs 1000 (or every part thereof) will be charged daily on overdue installment	Rs 0.65 per Rs 1000 (or every part thereof) will be charged daily on overdue installment	Rs 0.65 per Rs 1000 (or every part thereof) will be charged daily on overdue installment
6	Pre-payment / Fore-closure charges	5% of Balance amount, if paid before 12 months	5% of Balance amount, if paid before 12 months	5% of Balance amount, if paid before 12 months	5% of Balance amount, if paid before 12 months	5% of Balance amount, if paid before 12 months
		4% of Balance amount, if paid after 12 months	4% of Balance amount, if paid after 12 months	4% of Balance amount, if paid after 12 months	4% of Balance amount, if paid after 12 months	4% of Balance amount, if paid after 12 months
7	Collection Charges	₹ 600 per visit	₹ 600 per visit	₹ 600 per visit	₹ 600 per visit	₹ 600 per visit
8	Cheque/SI/ACH/ECS Return Charges	₹ 500	₹ 500	₹ 500	₹ 500	₹ 500
9	Issuance of Duplicate NOC	₹ 500	₹ 500	₹ 500	₹ 500	₹ 500
10	Statement of Account	₹ 500	₹ 500	₹ 500	₹ 500	₹ 500
11	Duplicate Amortisation/Repayment Schedule	₹ 500	₹ 500	₹ 500	₹ 500	₹ 500
12	Swap Charges (Replacement of PDC/Change of Bank)	₹ 1,000	₹ 1,000	₹ 1,000	₹ 1,000	₹ 1,000
13	Stamp Duty	As per State's Stamp Act	As per State's Stamp Act	As per State's Stamp Act	As per State's Stamp Act	As per State's Stamp Act
14	Stamping expenses*	₹ 100	₹ 200	₹ 200	₹ 200	₹ 200
15	Foreclosure statement charges	₹ 500	₹ 500	₹ 500	₹ 500	₹ 500
16	Change in Instalment date	₹ 500 plus difference period interest (if any)	₹ 500 plus difference period interest (if any)	₹ 500 plus difference period interest (if any)	₹ 500 plus difference period interest (if any)	₹ 500 plus difference period interest (if any)
17	Duplicate Copy of Property/ Loan Document	₹ 1,000	₹ 1,000	₹ 1,000	₹ 1,000	₹ 1,000
18	Valuation Charges for Used/Refinance Vehicles	Not applicable	Up to ₹ 1000	Up to ₹ 1000	Up to ₹ 1000	Up to ₹ 1000
19	Special NOC without removing of Hypothecation	₹ 500	₹ 500	₹ 500	₹ 500	₹ 500
20	Vintage Model Fees (applicable if vehicle model is more than 10 years old in 4W & 6 years in 3W) (including GST)	NA	₹ 1,500	₹ 1,500	₹ 1,500	₹ 1,500
21	Legal/Sarfaesi /Incidental Charges					
	(a) Arbitration	--				
	(b) Execution of Arbitration Awards	--				
	(c) Complaint U/s 138 (NI Act) / 25 (Pass Act)	--				
	(d) Issue of Notice U/s 13(2) of SARFAESI Act	--				
	(e) Enforcement Action U/s 14 of SARFAESI Act	--				

	(f) Any Other Legal Action taken by or against Bank	At Actuals				
22	Repossession Charges	Up to ₹ 6500	Up to ₹ 8000	Up to ₹ 10000	Up to ₹ 15000	Up to ₹ 15000
23	Tele Collection Charges	₹ 40	₹ 40	₹ 40	₹ 40	₹ 40
24	Ledger Folio charge (including GST)	Up to ₹ 3000	Up to ₹ 3000	Up to ₹ 3000	Up to ₹ 3000	Up to ₹ 3000
25	Legal & Courier Charges	₹ 1,100	₹ 1,100	₹ 1,100	₹ 1,100	₹ 1,100
26	Default collection charge	₹ 600	₹ 600	₹ 600	₹ 600	₹ 600
27	RC charge	At Actuals	₹ 250	₹ 250	₹ 250	₹ 250
28	RTO charge	At Actuals	At Actuals	At Actuals	At Actuals	At Actuals
29	Repo Charges and Other Related Charges	At Actuals	At Actuals	At Actuals	At Actuals	At Actuals
30	Vehicle Shifting Charges	At Actuals	At Actuals	At Actuals	At Actuals	At Actuals
31	ROC filling Charges	₹ 2,000	₹ 2,000	₹ 2,000	₹ 2,000	₹ 2,000
32	SPDC waiver charge	₹ 1,500	NA	NA	NA	NA
33	PDD charge	₹ 700	NA	NA	NA	NA
34	Changing from fixed Interest rate to floating rate or vice versa	1% of balance Amount	1% of balance Amount	1% of balance Amount	1% of balance Amount	1% of balance Amount
35	Cash Collection Charges on more than Rs 20,000/- (at the time of Prepayment/foreclosure only)	₹ 5 per thousand for cash collection	₹ 5 per thousand for cash collection	₹ 5 per thousand for cash collection	₹ 5 per thousand for cash collection	₹ 5 per thousand for cash collection
36	Cheque/Disbursement/Loan cancelation	₹ 1000 (within 7 days of cheque issue date)	₹ 1000 (within 7 days of cheque issue date)	₹ 1000 (within 7 days of cheque issue date)	₹ 1000 (within 7 days of cheque issue date)	₹ 1000 (within 7 days of cheque issue date)
		₹ 1000 plus interest up to cancelation period	₹ 1000 plus interest up to cancelation period	₹ 1000 plus interest up to cancelation period	₹ 1000 plus interest up to cancelation period	₹ 1000 plus interest up to cancelation period

(1) All of the above fees and charges are subject to change as per the Bank's discretion from time to time. Changes in fees and charges are updated on the bank's website (www.aubank.in).
(2) The charges as applicable on the date of levy and reflecting in the Schedule of Charges of the Bank shall be applicable and binding.
(3) All of the above fees/charges are exclusive of all statutory and Government taxes.
Note - GST and other government taxes applicable as per prevailing rate will be charged over and above the fees and charges.
(4) Alerts that have been mandated by RBI as well as alerts which are deemed appropriate by the Bank, will be sent free of charge.
(5) Bank do not levy any loan related and adhoc service charges/inspection charges on priority sector loans up to INR 25000.
(6) On delay in ROC charge filing within stipulated period, additional expenses/fees at actuals shall be levied.
(7) In case of floating rate, wheels loans offered for 'Other than Business' purposes to individual borrowers with or without co-obligant(s), No prepayment/foreclosure charges shall be levied.
(8) The terms and conditions, as defined by AU Small Finance Bank, apply. Please refer www.aubank.in for further details.

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 Emails ID:- info@clrmdr.com
		(b) Name: **Resolvere** Address: D-871 SECOND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 011-45131430 Emails ID:- resolvere.info@gmail.com
		(c) Name: **Easy Solution** Address: G-18/41, Ground Floor, Sector-15, Rohini, New Delhi-110089 Contact Details: 9212710624 MAIL ID: DJRBCLEGAL18@YAHOO.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.

ANNEXURE-I

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 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.

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

ANNEXURE -II

(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 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/ Overdue	SMA-0
30-Apr-21	31 / More than 30 Days / Completion of 30 Days	SMA-1
30-May-21	61 / More than 60 Days / Completion of 60 Days	SMA-2
29-Jun-21	91 / More than 90 Days / Completion of 90 Days	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 / Overdue	SMA-0
30-Apr-21	10000	31 / More than 30 Days / Completion of 30 Days	SMA-1
30-May-21		61 / More than 60 Days / Completion of 60 Days	SMA-2
31-May-21	10000		
29-Jun-21		91 / More than 90 Days / Completion of 90 Days	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 to be classified NPA upon same day. It is further explained as below mention table:

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	

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

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	
A	Term Loan 1	15-Jul-21	Upgrade*
A	Term Loan 2	15-Jul-21	
A	Cash Credit / Overdraft	15-Jul-21	

**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*

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*

DECLARATION

I/We____

(hereinafter referred as the "Borrower") hereby declare that, I/We have fully read and understood and were explained the Loan Agreement, Key Fact Statement, Schedule of Charges and Annexures and I/We accept and agree to all the contents and terms and conditions/ general notes mentioned in the Agreement from page ___ to ______ and all paragraphs/clauses and also confirm to abide by same. Pursuant to the same the aforesaid person(s) is / are affixing his / her / their signature(s) / thumb impression(s) as given herein below.

I/ We confirm that whatever I/We have stated herein above is true and correct to the best of my/our knowledge and belief and I/We enter into this Agreement voluntarily, with full knowledge of its effect and signing of this document shall construed as signing of each and every page of Loan Agreement and all other documents.

WITNESS DECLARATION IF THE BORROWER(S) SIGNS IN VERNACULAR LANGUAGE

The contents of the Loan Application, this Agreement, Key Fact Statement, Schedule of Charges and Annexures attached thereto and promissory note have been explained by me to the applicant/co-applicant in ___________________________________ (name of language in which applicant signed) and the same have been understood by the applicant/co-applicant.

मैंने आपके बैंक में लोन के लिए आवेदन किया है। और मैंने एग्रीमेंट की अंग्रेजी भाषा को पढ़ लिया है/समझ लिया/समझा दिया गया है और मेरे को मान्य है। मैं अपने हस्ताक्षर हिंदी में करता/करती हूँ या अँगूठा लगता/लगाती हूँ।

For the Borrower:

The Seal of the within named Borrower, [_____________________________________], has, pursuant to the resolution of its Board of Directors, passed in that behalf on the _________ day of _________, ________, hereunto been affixed in the presence of ___________

IN WITNESS WHEREOF I/WE here unto set My / Our hands_____________________________(place) this day of______________________

Mr./Ms./M/s___________________________(Borrower) ✓ Signature___________________

Mr./Ms./M/s___________________________(Co-Borrower) ☞ Signature___________________

Mr./Ms./M/s___________________________(Guarantor) X Signature___________________

Mr./Ms./M/s___________________________(Witness) Signature___________________

(Only if Vernacular Declaration is Application)

For AU SMALL FINANCE BANK LIMITED

Authorised Signatory

NO OBJECTION CERTIFICATE

I/we ____son/daughter/wife of______________________

aged about___________________ years, residing at____

(hereinafter referred to as the "the Borrower" which expression shall include his/her heir(s), executor(s), administrator(s) and permitted assigns(s))being insured in terms of the insurance policy bearing no. __________________ dated ___________ ("the Insurance Policy") availed from ____ (Insurer) to secure the insured under the Insurance Policy having have taken a loan of Rs. ____vide Agreement for Loan and Guarantee, dated _________ ("the Agreement") from AU SMALL FINANCE BANK LIMITED, CIN no. L36911RJ1996PLC011381, a small finance bank, having its registered office at 19 – A, Dhuleshwar Garden, Ajmer Road, Jaipur – 302001 (hereinafter referred to as "the Bank"), hereby state that I/we have no objection to the Bank receiving the insurance claim/benefit under the Insurance Policy and am/are hereby transferring and assigning my /our right to receive the insurance claim/benefit under the Insurance Policy to the Bank, notwithstanding any other name I/we may have given in any other document. I/we hereby also confirm that any money/claim payable to me/us in terms of the Insurance Policy shall be payable to the Bank (in the name of the Bank),only as long as the loan amount is outstanding/the vehicle is hypothecated with the Bank, in the event of the death of the policy holder/insured. This no objection certificate shall not be valid for any purpose other than for obtaining the payment of the insurance claim/benefit in respect of the Insurance Policy by the Bank.

Dated: ✓ (Signature of Borrower)___________________________

Place: (Name of Borrower) _______________________________

(Common seal of the Borrower to be affixed if the Borrower is a company and the Articles of Association for such affixation)

In the presence of WITNESSES:

	Name (Witness)	**Address**	**Signature**
1.	____________________	________________________	____________________
2.	____________________	________________________	____________________

ACKNOWLEDGMENT LETTER

Please find below the details of cheques submitted to AU Small Finance Bank Limited ("the Lender") in consideration of the loan/facility of Rs ………………. ("Facility") granted to the …………………. ("Borrower").

Type of Cheque	Cheque No	Bank Name
Post Dated cheque ("PDC)		
Security PDC (SPDC)		
Insurance Premium Cheques		

The Bank confirms that the physical cheques were cross tallied with the above schedule and found correct. We request you to carefully read the information/terms of our acceptance stated herein below and as a token of your consent, kindly sign the duplicate copy of this letter and return the same to us.

Bank Officer.

I/we hereby confirm that I/we have handed over ____________ no. of cheques ("PDCs") with detailed as above towards the repayment of EMI/as a security for the Facility availed from the Lender or towards payment of insurance premium as specified above and that all cheques were drawn in favor of "AU Small Finance Bank Limited" and also recorded my/our name on the reverse side of all the cheques. I/we hereby unconditionally and irrevocable 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 cheques and to complete the cheque in all respect and to present the same for the payment. I/we shall ensure that the said cheques are honoured on presentation for payment. I/we agree and acknowledge that I/we have issued the PDCs voluntarily in discharge of legal debt owed to the Lender by the Borrower. I /we agree, acknowledge and confirm that the PDCs are intended to be used by Lender to recover the legal debts due from the Borrower to the Lender under various disbursements made by the Lender and hereby unconditionally and irrevocably authorizes the Lender to use the PDCs for repayment of the Facility. I/we hereby confirms that I am/we are aware of the fact that any dishonor of any PDCs 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 PDCs issued by me being exhausted, I/we shall issue fresh PDCs to the Lender, and such instruments would be governed by the provisions of this letter. I/we 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 authorised signatories for its relevant bank account(s), I/we shall either give unconditional and irrevocable instructions to the bank on whom the PDCs have been drawn to clear and honour all such PDCs (details of which shall be provided to the Lender) bearing the signatures of the authorised signatories before the change or, in the alternative, I/we shall issue fresh PDCs to the Lender or submit fresh PDCs 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 PDCs 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. ln the event any PDCs issued as above by me/us is lost in transit or misplaced or for any reason, I /we agree to give replacement cheque(s) to the Lender immediately upon receipt of a written request from the Lender in this regard. If I/we cancel the PDCs 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 PDCs 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 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).

Dated at .... this .... day of .... 20 ....

X---------------------------- (Account Holder)

DEMAND PROMISSORY NOTE

Rs. ____________________

ON DEMAND I/WE ____ Promise to pay AU Small Finance Bank Ltd.

or

order, the sum of Rs. _______________ (Rupees____)
together with interest thereon such sum from this date onwards at a rate of ________% per annum payable at _____________ or at a rate which may be determined from time to time by AU Small Finance Bank Ltd.

Presentment for payment and noting and protest of this note are hereby unconditionally and irrevocably waived.

Affix revenue stamp

Mr./Ms./M/s. ____ ✓Signature _______________________
(Borrower) (Please sign across the revenue Stamp)

Affix revenue stamp

Mr./Ms./M/s. ____ ☞Signature _______________________
(Co-Borrower) (Please sign across the revenue Stamp)

Affix revenue stamp

Mr./Ms./M/s. ____ x Signature _______________________
(Guarantor) (Please sign across the revenue Stamp)

Rs. _________________________

Place _______________________

Date ________________________

LETTER OF CONTINUITY OF DEMAND PROMISSORY NOTE

AU SMALL FINANCE BANK LIMITED
19-A, Dhuleshwar Garden,
Ajmer Road,
Jaipur – 302001

Dated: ______________________
Place: ________________________

Dear Sir,

I/We____ **(Borrower name)**, S/o____, residing at ____

and_____________________________________**(Co-Borrower Name),** S/o____________________________________, residing at ____

OR

____(**Company Name (if any) a company duly incorporated and existing under the provisions of the Companies Act, 1956 and 2013 and having its registered office at** ____ **(**hereinafter referred to as the **"Borrower")**

Borrower executed a demand promissory note for ____/- (Rupees ____only) dated __________________ (**"Demand Promissory Note"**), duly signed, sealed and delivered as security for the repayments by the Borrower to the Lender of any sum now due or which may hereafter be or become due by the Borrower to the Lender under the facility granted by the Lender in terms of the facility agreement dated ___________________________executed between the Borrower and the Lender and any other loans and advances granted by the Lender to the Borrower from time to time notwithstanding the fact that the facility/loan may from time to time be reduced or extinguished, or the balance in the said account brought to credit, the intention being that the Demand Promissory Note and the security shall be a continuing security for borrowing by the Borrower at any time to the Lender.

Yours faithfully,

In case of individual

____

____

(Name & signature of the Borrower(s))

____

____

(Name & Signature of the Co- Borrower(s))

OR

In case of a Company

Yours faithfully,

____

____

(Name & signature of authorised signatory of the Borrower(s))

THE COMMON SEAL OF ______________________________________has been hereunto affixed (if applicable) pursuant to the resolution passed by its Board of Directors at its meeting held on the _________________day of __________________________

INSURANCE LETTER

Date : ____________________

To,
The Manager

____

Ref: Insurance Policy No. ______________________________________

Dear Sir,

As I have this day sold my Livestock / Cattle / Vehicle /Equipment / Asset ______________________________________

to______________________________of ____

I shall thank you to transfer the interest vested in the policy covering the above to the name of the buyer.

The relative insurance certificate and transfer fee are sent herewith.

Yours faithfully,

Mr./Ms./M/s ________________________(Borrower) ✓ Signature ________________________

Mr./Ms./M/s ________________________(Co-Borrower) ☞ Signature ________________________

AU SMALL FINANCE BANK Standing Instruction Form

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

To, Date: ………………………

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

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

Applicant

FORM NO. 60 [See second proviso to Rule 114B]

AU SMALL FINANCE BANK

Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

1	First Name	
	Middle Name	
	Last Name	
2	Date of Birth/ Incorporation of declarant	D D M M Y Y Y Y
3	Father's Name (in case of individual)	First Name
		Middle Name
		Last Name

4	Flat/ Room No.		5	Floor No.	
6	Name of premises		7	Block Name/No.	
8	Road/ Street/ Lane		9	Area/ Locality	
10	Town/ City		11	District	
12	State		13	Pin Code	
14	Telephone Number (with STD code)		15	Mobile Number	
16	Amount of transaction (Rs.)		17	Date of transaction	D D M M Y Y Y Y

18	In case of transaction in joint names, number of persons involved in the transaction	
19	Mode of transaction ☐ Cash ☐ Cheque ☐ Card ☐ Draft/Banker's Cheque ☐ Online transfer ☐ Other__________	
20	Aadhaar Number issued by UIDAI (if available)	
21	If applied for PAN and it is not yet generated, enter date of application and acknowledgement number	D D M M Y Y Y Y

22	If PAN not applied, fill estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) for the financial year in which the above transaction is held			
	a) Agricultural income (Rs.)		b) Other than agricultural income (Rs.)	

23	Details of document being produced in support of identifying Name (Refer Instruction overleaf)	Document Code	Document Identification No.	Name of address of the authority issuing the Document
24	Details of document being produced in support of identifying Address (Refer Instruction overleaf)	Document Code	Document Identification No.	Name of address of the authority issuing the Document

Verification

I,____ do hereby declare that what is stated above is true to the best of my knowledge and belief.
I further declare that I do not have a Permanent Account Number and my/ our estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) computed in accordance with the provisions of Income-tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax.

Verified today, the _____________ day of _____________ 20____ Place: ____________ (Signature of declarant)____

Note:
1.Before signing the declaration, the declarant should satisfy himself that the information furnished in this form is true, correct and complete in all respects.
Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-tax Act, 1961 and on conviction be punishable,-
(i)in a case where tax sought to be evaded exceeds twenty-five lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine;
(ii)in any other case, with rigorous imprisonment which shall not be less than three months but which may extend to two years and with fine.

2.The person accepting the declaration shall not accept the declaration where the amount of income of the nature referred to in item 22b exceeds the maximum amount which is not chargeable to tax, unless PAN is applied for and column 21 is duly filled.

Instruction:

(1) Documents which can be produced in support of identity and address (not required if applied for PAN and AADHAAR No. is filled): -

S.No.		Nature Of Document	Document Code	Proof of Identity	Proof of Address
A	**For Individuals and HUF**				
	1.	AADHAAR card	01	Yes	Yes
	2.	Bank/Post office passbook bearing photograph of the person	02	Yes	Yes
	3.	Elector's photo identity card	03	Yes	Yes
	4.	Ration/Public Distribution System card bearing photograph of the person	04	Yes	Yes
	5.	Driving License	05	Yes	Yes
	6.	Passport	06	Yes	Yes
	7.	Pensioner Photo card	07	Yes	Yes
	8.	National Rural Employment Guarantee Scheme (NREGS) Job card	08	Yes	Yes
	9.	Caste or Domicile certificate bearing photo of the person	09	Yes	Yes
	10.	Certificate of identity/address signed by a Member of Parliament or Member of Legislative Assembly or Municipal Councillor or a Gazetted Officer as per annexure A prescribed in Form 49A	10	Yes	Yes
	11.	Certificate from employer as per annexure B prescribed in Form 49 A	11	Yes	Yes
	12.	Kisan passbook bearing photo	12	Yes	No
	13.	Arm's license	13	Yes	No
	14.	Central Government Health Scheme /Ex-servicemen Contributory Health Scheme card	14	Yes	No
	15.	Photo identity card issued by the government/ Public Sector Undertaking	15	Yes	No
	16.	Electricity bill (Not more than 3 months old)	16	No	Yes
	17.	Landline Telephone bill (Not more than 3 months old)	17	No	Yes
	18.	Water bill (Not more than 3 months old)	18	No	Yes
	19.	Consumer gas card/book or piped gas bill (Not more than 3 months old)	19	No	Yes
	20.	Bank Account Statement (Not more than 3 months old)	20	No	Yes
	21.	Credit Card statement (Not more than 3 months old)	21	No	Yes
	22.	Depository Account Statement (Not more than 3 months old)	22	No	Yes
	23.	Property registration document	23	No	Yes
	24.	Allotment letter of accommodation from Government	24	No	Yes
	25.	Passport of spouse bearing name of the person	25	No	Yes
	26.	Property tax payment receipt (Not more than one year old)	26	No	Yes
B	**For Association of persons (Trusts)**				
	Copy of trust deed or copy of certificate of registration issued by Charity Commissioner		27	Yes	Yes
C	**For Association of persons (other than Trusts or Body of Individuals or Local authority or Artificial Juridical Person)**				
	Copy of Agreement or copy of certificate of registration issued by Charity commissioner or Registrar of Cooperative society or any other competent authority or any other document originating from any Central or State Government Department establishing identity and address of such person.		28	Yes	Yes

(2)In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.
(3)For HUF any document in the name of Karta of HUF is required.
(4)In case the transaction is in the name of more than one person the total number of persons should be mentioned in Sl. No. 18 and the total amount of transaction is to be filled in Sl. No. 16.
In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.

Co-Applicant

FORM NO. 60 [See second proviso to Rule 114B]

AU SMALL FINANCE BANK

Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

1	First Name	
	Middle Name	
	Last Name	
2	Date of Birth/ Incorporation of declarant	D D M M Y Y Y Y
3	Father's Name (in case of individual)	First Name
		Middle Name
		Last Name

4	Flat/ Room No.		5	Floor No.	
6	Name of premises		7	Block Name/No.	
8	Road/ Street/ Lane		9	Area/ Locality	
10	Town/ City		11	District	
12	State		13	Pin Code	
14	Telephone Number (with STD code)		15	Mobile Number	
16	Amount of transaction (Rs.)		17	Date of transaction	D D M M Y Y Y Y

18	In case of transaction in joint names, number of persons involved in the transaction	
19	Mode of transaction ☐ Cash ☐ Cheque ☐ Card ☐ Draft/Banker's Cheque ☐ Online transfer ☐ Other________	
20	Aadhaar Number issued by UIDAI (if available)	
21	If applied for PAN and it is not yet generated, enter date of application and acknowledgement number	D D M M Y Y Y Y

22	If PAN not applied, fill estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) for the financial year in which the above transaction is held			
	a) Agricultural income (Rs.)		b) Other than agricultural income (Rs.)	

23	Details of document being produced in support of identifying Name (Refer Instruction overleaf)	Document Code	Document Identification No.	Name of address of the authority issuing the Document
24	Details of document being produced in support of identifying Address (Refer Instruction overleaf)	Document Code	Document Identification No.	Name of address of the authority issuing the Document

Verification

I,____________________________________ do hereby declare that what is stated above is true to the best of my knowledge and belief.
I further declare that I do not have a Permanent Account Number and my/ our estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) computed in accordance with the provisions of Income-tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax.

Verified today, the __________ day of __________ 20____ Place: __________ (Signature of declarant)______________________________

Note:
1.Before signing the declaration, the declarant should satisfy himself that the information furnished in this form is true, correct and complete in all respects.
Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-tax Act, 1961 and on conviction be punishable,-
(i)in a case where tax sought to be evaded exceeds twenty-five lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine;
(ii)in any other case, with rigorous imprisonment which shall not be less than three months but which may extend to two years and with fine.

2.The person accepting the declaration shall not accept the declaration where the amount of income of the nature referred to in item 22b exceeds the maximum amount which is not chargeable to tax, unless PAN is applied for and column 21 is duly filled.

Instruction:

(1) Documents which can be produced in support of identity and address (not required if applied for PAN and AADHAAR No. is filled): -

S.No.		Nature Of Document	Document Code	Proof of Identity	Proof of Address
A	**For Individuals and HUF**				
	1.	AADHAAR card	01	Yes	Yes
	2.	Bank/Post office passbook bearing photograph of the person	02	Yes	Yes
	3.	Elector's photo identity card	03	Yes	Yes
	4.	Ration/Public Distribution System card bearing photograph of the person	04	Yes	Yes
	5.	Driving License	05	Yes	Yes
	6.	Passport	06	Yes	Yes
	7.	Pensioner Photo card	07	Yes	Yes
	8.	National Rural Employment Guarantee Scheme (NREGS) Job card	08	Yes	Yes
	9.	Caste or Domicile certificate bearing photo of the person	09	Yes	Yes
	10.	Certificate of identity/address signed by a Member of Parliament or Member of Legislative Assembly or Municipal Councillor or a Gazetted Officer as per annexure A prescribed in Form 49A	10	Yes	Yes
	11.	Certificate from employer as per annexure B prescribed in Form 49 A	11	Yes	Yes
	12.	Kisan passbook bearing photo	12	Yes	No
	13.	Arm's license	13	Yes	No
	14.	Central Government Health Scheme /Ex-servicemen Contributory Health Scheme card	14	Yes	No
	15.	Photo identity card issued by the government/ Public Sector Undertaking	15	Yes	No
	16.	Electricity bill (Not more than 3 months old)	16	No	Yes
	17.	Landline Telephone bill (Not more than 3 months old)	17	No	Yes
	18.	Water bill (Not more than 3 months old)	18	No	Yes
	19.	Consumer gas card/book or piped gas bill (Not more than 3 months old)	19	No	Yes
	20.	Bank Account Statement (Not more than 3 months old)	20	No	Yes
	21.	Credit Card statement (Not more than 3 months old)	21	No	Yes
	22.	Depository Account Statement (Not more than 3 months old)	22	No	Yes
	23.	Property registration document	23	No	Yes
	24.	Allotment letter of accommodation from Government	24	No	Yes
	25.	Passport of spouse bearing name of the person	25	No	Yes
	26.	Property tax payment receipt (Not more than one year old)	26	No	Yes
B	**For Association of persons (Trusts)**				
	Copy of trust deed or copy of certificate of registration issued by Charity Commissioner		27	Yes	Yes
C	**For Association of persons (other than Trusts or Body of Individuals or Local authority or Artificial Juridical Person)**				
	Copy of Agreement or copy of certificate of registration issued by Charity commissioner or Registrar of Cooperative society or any other competent authority or any other document originating from any Central or State Government Department establishing identity and address of such person.		28	Yes	Yes

(2)In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.
(3)For HUF any document in the name of Karta of HUF is required.
(4)In case the transaction is in the name of more than one person the total number of persons should be mentioned in Sl. No. 18 and the total amount of transaction is to be filled in Sl. No. 16.
In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.

Gaurantor

FORM NO. 60 [See second proviso to Rule 114B]

AU SMALL FINANCE BANK

Form for declaration to be filed by an individual or a person (not being a company or firm) who does not have a permanent account number and who enters into any transaction specified in rule 114B

1	First Name	
	Middle Name	
	Last Name	

2	Date of Birth/ Incorporation of declarant	D D M M Y Y Y Y

3	Father's Name (in case of individual)	First Name
		Middle Name
		Last Name

4	Flat/ Room No.		5	Floor No.	
6	Name of premises		7	Block Name/No.	
8	Road/ Street/ Lane		9	Area/ Locality	
10	Town/ City		11	District	
12	State		13	Pin Code	
14	Telephone Number (with STD code)		15	Mobile Number	
16	Amount of transaction (Rs.)		17	Date of transaction	D D M M Y Y Y Y

18	In case of transaction in joint names, number of persons involved in the transaction	
19	Mode of transaction ☐ Cash ☐ Cheque ☐ Card ☐ Draft/Banker's Cheque ☐ Online transfer ☐ Other________	
20	Aadhaar Number issued by UIDAI (if available)	
21	If applied for PAN and it is not yet generated, enter date of application and acknowledgement number	D D M M Y Y Y Y

22	If PAN not applied, fill estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) for the financial year in which the above transaction is held			
	a) Agricultural income (Rs.)		b) Other than agricultural income (Rs.)	

23	Details of document being produced in support of identifying Name (Refer Instruction overleaf)	Document Code	Document Identification No.	Name of address of the authority issuing the Document

24	Details of document being produced in support of identifying Address (Refer Instruction overleaf)	Document Code	Document Identification No.	Name of address of the authority issuing the Document

Verification

I,____ do hereby declare that what is stated above is true to the best of my knowledge and belief.
I further declare that I do not have a Permanent Account Number and my/ our estimated total income (including income of spouse, minor child etc. as per section 64 of Income-tax Act, 1961) computed in accordance with the provisions of Income-tax Act, 1961 for the financial year in which the above transaction is held will be less than maximum amount not chargeable to tax.

Verified today, the ____________ day of ____________ 20____ Place: __________ (Signature of declarant)____________________________________

Note:
1.Before signing the declaration, the declarant should satisfy himself that the information furnished in this form is true, correct and complete in all respects.
Any person making a false statement in the declaration shall be liable to prosecution under section 277 of the Income-tax Act, 1961 and on conviction be punishable,-
(i)in a case where tax sought to be evaded exceeds twenty-five lakh rupees, with rigorous imprisonment which shall not be less than six months but which may extend to seven years and with fine;
(ii)in any other case, with rigorous imprisonment which shall not be less than three months but which may extend to two years and with fine.

2.The person accepting the declaration shall not accept the declaration where the amount of income of the nature referred to in item 22b exceeds the maximum amount which is not chargeable to tax, unless PAN is applied for and column 21 is duly filled.

Instruction:

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	5.	Driving License	05	Yes	Yes
	6.	Passport	06	Yes	Yes
	7.	Pensioner Photo card	07	Yes	Yes
	8.	National Rural Employment Guarantee Scheme (NREGS) Job card	08	Yes	Yes
	9.	Caste or Domicile certificate bearing photo of the person	09	Yes	Yes
	10.	Certificate of identity/address signed by a Member of Parliament or Member of Legislative Assembly or Municipal Councillor or a Gazetted Officer as per annexure A prescribed in Form 49A	10	Yes	Yes
	11.	Certificate from employer as per annexure B prescribed in Form 49 A	11	Yes	Yes
	12.	Kisan passbook bearing photo	12	Yes	No
	13.	Arm's license	13	Yes	No
	14.	Central Government Health Scheme /Ex-servicemen Contributory Health Scheme card	14	Yes	No
	15.	Photo identity card issued by the government/ Public Sector Undertaking	15	Yes	No
	16.	Electricity bill (Not more than 3 months old)	16	No	Yes
	17.	Landline Telephone bill (Not more than 3 months old)	17	No	Yes
	18.	Water bill (Not more than 3 months old)	18	No	Yes
	19.	Consumer gas card/book or piped gas bill (Not more than 3 months old)	19	No	Yes
	20.	Bank Account Statement (Not more than 3 months old)	20	No	Yes
	21.	Credit Card statement (Not more than 3 months old)	21	No	Yes
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	26.	Property tax payment receipt (Not more than one year old)	26	No	Yes
B	**For Association of persons (Trusts)**				
	Copy of trust deed or copy of certificate of registration issued by Charity Commissioner		27	Yes	Yes
C	**For Association of persons (other than Trusts or Body of Individuals or Local authority or Artificial Juridical Person)**				
	Copy of Agreement or copy of certificate of registration issued by Charity commissioner or Registrar of Cooperative society or any other competent authority or any other document originating from any Central or State Government Department establishing identity and address of such person.		28	Yes	Yes

(2)In case of a transaction in the name of a Minor, any of the above mentioned documents as proof of Identity and Address of any of parents/guardians of such minor shall be deemed to be the proof of identity and address for the minor declarant, and the declaration should be signed by the parent/guardian.
(3)For HUF any document in the name of Karta of HUF is required.
(4)In case the transaction is in the name of more than one person the total number of persons should be mentioned in Sl. No. 18 and the total amount of transaction is to be filled in Sl. No. 16.
In case the estimated total income in column 22b exceeds the maximum amount not chargeable to tax the person should apply for PAN, fill out item 21 and furnish proof of submission of application.