LOAN AGREEMENT

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

The Borrower and the Bank are hereinafter referred to as the **"Parties"** and individually as a **"Party"**.

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

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

1. The Borrower agrees to pay interest/ annual percentage rate (annual percentage rate shall hereinafter be referred to as “APR”) as mentioned in the key fact statement (“KFS”) annexed with this Agreement, commitment fee, increased cost and other charges applicable at the rate as mentioned in Schedule 2 (Schedule of charges) of the Bank payable by the Borrower to the Bank upon happening of an Event of Default as mentioned in clause 26 (“Penal Charges”), and Loan “Overdue/ Temporary Overdraft Charges” which shall mean interest charged on overdue/ temporary overdraft amounts to be levied at the contractual rate of interest of the Loan as applicable on the date when such an overdue/overdraft interest accrues, as detailed in Schedule 2 (Schedule of Charges) hereunder. , payable on the Loan as follows:

   The interest rate/ APR applicable will be as specified in the Sanction Letter plus interest tax, as may be applicable rate prevailing from time to time, payable with monthly rests, or such other rate as may be stipulated by the Bank and advised to the Borrower. The interest rate/ APR payable by the Borrower will be subject to the changes in the interest rate made by Reserve Bank of India. The Borrower shall pay the interest rate on the last day of every month (date) until the Loan is repaid. If the interest remains due on the date, then the interest shall compound monthly. The interest shall be calculated on the basis of 365 days year and the actual days elapsed.

MCLR shall mean the "marginal cost of funds-based lending rate" of the Bank as determined (and revised) in accordance with the guidelines issued by RBI in this regard and corresponding internal policies of the Bank, as reset from time to time and notified by the Bank as its marginal cost of fund-based lending rate.

The Bank shall be entitled to reset the spread as specified in the Sanction Letter on the interest reset date and MCLR/External Benchmark Rate (EBR) at such frequency as the Bank deems fit. Bank shall also have right to reset the spread consequent to any change in MCLR/EBR and will also have the right to reset the MCLR/EBR if RBI revises the standard provisioning requirement of banking asset or RBI enhancing the risk weightage norms for banking asset or RBI changing the norms for classification of banking assets or downward revision in the credit rating of the Borrower or the security provider or occurrence of event of default or potential event of default or bank's internal review or RBI changing the policy of computation of MCLR/EBR.

Upon reset of MCLR/EBR/Margin, the Bank shall notify the Borrower of the revised interest rate and the Borrower shall pay the revised interest rate from the reset date on the Loan amount.

2. Borrower shall ensure that adequate credit balances are maintained in their account with the Bank at all times to ensure payments of dues pursuant to the Facilities by each due date, as may be applicable.
3. The interest rate as above shall be reset every quarter/half year/annually or at such frequency as the Bank deems fit.
4. The interest rate is subject to variation in consonance with RBI directions, statutory and regulatory requirements, conditions of money market, availability of loanable funds etc.
5. The Borrower shall also pay to the Bank a commitment charges as specified in Sanction Letter. The Loan/Facility (or any part thereof) may be disbursed by the Lender/Bank upon receiving a drawdown request from the Borrower. The entire Loan/Facility should be availed of within the number of months, from the date of loan sanction, as specified in the Sanction Letter/Schedule I (Availability Period/Last date of drawl of loan amount). The Borrower's right to make drawls shall expire at the end of the Availability Period ("Drawdown End Date"). However, the Loan/Facility Sanction may be kept open at the sole discretion of the Lender/Bank for an additional period of such number of days beyond the Availability Period as the Bank/Lender may deem fit. If the Loan/Facility is not drawn completely by the Borrower within the Availability Period, then the Bank shall be entitled to impose penalty, if any, as mentioned in the Sanction Letter. The mode and manner of disbursement is left to the sole discretion of the Lender/Bank. All disbursements in favor of the Borrower or to any third party on behalf of the Borrower shall be deemed to be made in favor of the Borrower under this Agreement which the Borrower acknowledges being binding on them.

5A. The Borrower accepts, acknowledges and confirms that the Bank shall be entitled to deduct upfront from the Loan amount (in the event not paid by the Borrower before disbursement), the charges as specifically mentioned in the Sanction Letter/ KFS (KFS as annexed hereunder) and/ or any other document related to the Loan at the time of disbursement of the Loan amount. The Bank shall disburse the balance Loan amount to the Borrower or any third party on behalf of the Borrower, as the case may be, and the Borrower shall be liable to repay the Loan amount along with the interest as agreed and on such dates/ intervals as and when the same becomes due.

6. The Borrower agrees to pay to the Bank the amount of any increased cost incurred by the Bank or any of its affiliates as a result of
   i. The introduction of, or any change in, or any change in the interpretation, administration or application of, any law or regulation; or
   ii. Compliance with any law or regulation made effective after the date of the Sanction Letter.

   Provided that the Borrower shall not be liable for payment of increased cost if:
   i. The increased cost is compensated for under another clause in this agreement or would have been but for an exception to that clause.
   ii. Increased cost is attributable to the Bank or its affiliates willfully failing to comply with any law or regulation.

   "Increased Cost" in this agreement shall mean (a) an additional or increased cost (b) a reduction in the rate of return from the Loan or on the Bank's (or it's affiliate's) overall capital (including, without limitation, as a result of any reduction in the rate of return on the capital brought about by more capital being required to be allocated by the Bank or one of its affiliates or (c) a reduction of amount due and payable under this agreement.
7. Any default by the Borrower in payment for dues or of any of the terms and conditions herein would entail Penal Charges in addition to Overdue/ Temporary Overdraft Charges, till the entire outstanding Loan on account of default in payment are paid to the satisfaction of the Bank, as specified in Sanction Letter/ Schedule 2 on the outstanding loan, leviable from the date of the default without prejudice to the Bank's other rights available as per this agreement and on default/ failure of the Borrower to pay the same. Borrower shall not treat payment of Penal Charge(s) and Overdue/ Temporary Overdraft charges as waiver of Banks' rights in pursuance of Event of Default. The Borrower shall amortize the Loan, if not demanded earlier by Bank as stipulated in and in accordance with and subject to the terms & condition of the repayment schedule as mentioned in the Sanction Letter. 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 Overdue/ Temporary Overdraft Charges and other charges and avoid delinquency status.
8. The Borrower commits to secure the Loan Amount together with all costs, charges, interest, liquidated damages and expenses and all other moneys whatsoever due and payable by the Borrower to the Bank ("the said Dues"), by creating the securities in favor of the Bank in the form as specified in schedule I/ Sanction Letter/ (Deed of Hypothecation/FD/Equitable Mortgage (retain whichever applicable) in respect of the said security.
9. The principal along with interest of the Loan shall, be repaid in the manner specified in Sanction Letter/schedule I. Provided that the Bank will be entitled to demand immediate

repayment of the Loan Amount if any installment of interest/Loan installments remains unpaid on the due date for payment thereof.

10. The Borrower hereby warrants, assures, represents and confirms that (a) the Borrower, if it is a company, is duly incorporated and validly existing under the law of their jurisdiction of incorporation affecting its business and operations. (b)all the information provided by the Borrower to the Bank is true and accurate in all respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading (c) all the licenses, permits and authorizations required for carrying on its business or industry have been obtained and are in full force and effect (d) the Borrower is in compliance in all respects with all applicable laws, including environmental laws, and regulations affecting its assets, its business and operations and has good title to or valid leases or licenses of, or is otherwise entitled to use its assets (e) the Borrower has the power to avail of the Loan from the Bank and the total borrowings including the Loan are within the prescribed limits, if any (f) the Borrower has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all the necessary action required to authorize the execution, deliver and performance of this Agreement and upon execution, this Agreement will constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms (g) the entry into, delivery and performance by the Borrower of, and the transactions contemplated by this Agreement do not and will not conflict with any applicable law, with the constitutional documents, if any, of the Borrower; or with any agreement or instrument which is binding upon the Borrower or on any of its assets (h) no default is subsisting or might result from the execution of, or the availing of the Loan under this Agreement by the Borrower (i) the most recent audited accounts of the Borrower have been duly audited and prepared in accordance with applicable accounting principles and practices and represent a true and fair view of its financial condition and there has been no material adverse effect since the date on which those accounts were drawn up (j) all taxes and compliance reports have been filed in time and no claims are pending thereof (k) the Loan is not being availed for any activities relating to producing or consuming Ozone Depleting Substances, in terms of montreal protocol to which Government of India is a party (l) none of the Borrower and its promotors, directors and partners, affiliates, subsidiaries or associate companies or group companies are in default or been included in any list of defaulters or have committed breach of any agreement with any person who has provided loan or deposits or advances or guarantees or other financial facilities to the Borrower or any regulatory or statutory authority (m) there are no legal or other adverse proceedings of any nature pending against the Borrower or its promoter, directors, partners in management of the Borrower or any of its assets which have a Material Adverse Effect (n) the properties mortgaged are mortgaged by its legal owners and there are no encumbrances over the same save and except as permitted by the Bank and the Borrower shall not hereafter encumber the Assets without the permission of the Bank and that the Borrower has a clear and marketable title/ clear and transferable interest over the above property and further assure the Bank that the same is free from any prior charge, lien or encumbrance (m) the purpose and the business of the Borrower is legally and regulatory valid (n) no notice has been served with respect to winding up, receivership ,custodian for the Borrower or any of its assets or that the Borrower be placed in bankruptcy; the passing of a resolution for the winding up of the Borrower or any

proposal or apprehension for passing such resolution; a scheme of arrangement, amalgamation or reconstruction or composition with creditors of the borrower or taking of any action to seize, attach, take possession of or appoint a custodian receiver, liquidator or manager in respect of the Borrower or any asset of the Borrower (o) the Borrower has not committed any breach under any agreement entered into with any person for availing any finance facility. (p) Borrower to ensure that all interest/ fees/charges debited to the Borrower's account is cleared on their respective due date.

11. Where the Borrower is an individual, he/she is not a director or specified near relation of a director of a banking company; where the Borrower is a partnership firm/HUF none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; where the Borrower is a joint stock company none of its directors, is a director or specified near relation of a director of a banking company.
12. Where the Borrower is an individual, that he/she is not a specified near relation to any senior officer of the bank; where the Borrower is a partnership firm/ HUF, none of the partners or members of the HUF, is a specified near relation of any senior officer of the bank; where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the bank.
13. None of its subsidiaries or associate companies or group companies have been identified or classified as a defaulter.

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14. The Borrower will execute necessary promissory note and such further documents, forms and papers as the Bank may in its discretion from time to time require.
    Each of the above representations will remain correct and complied with so long as the Loan and/or any sum thereunder remain outstanding.
15. Borrower shall at all times during the currency of the Loan, at its own cost, keep the said property constituting the Bank's security fully insured against such risks and for such amounts and for such period and forms as the Bank may require, in the joint names of the Bank and the Borrower or with the usual Bank mortgage clause, with any insurance company and shall deposit the insurance policies and all cover notes premia receipts etc., with the Bank against the Loan so given to him/her/it by the Bank. The Borrower agrees that in addition to the aforesaid insurance it shall arrange for insurance cover in respect of standing charges and loss or profit in business in the event of any stoppage of production for any reason whatsoever. The Borrower shall make punctual payment of all premia and shall not do or suffer to be done any act which may invalidate such insurances and will on receipt of any moneys under the said policies, pay the same to the Bank which shall, at the option of the Bank, be applied either in reinstating or replacing the security or in repayment of the said Dues. If the Borrower shall fail to insure or keep insured all/any of the said the property/assets as aforesaid, then the Bank shall without prejudice to or affecting its rights hereunder, be at liberty (but not bound) to insure and keep the same insured and the Borrower shall on demand repay to the Bank all amounts spent or incurred by the Bank in doing so, with interest @ applicable for the Loan as aforesaid.
16. The Borrower shall allow the representatives and/or nominees of the Bank to visit and inspect from time to time the project for which the Loan is sought or the Borrower's premises, factories and other property/ assets books of accounts and all other relevant

accounts, documents and records. The costs and expenses of such visits and/or inspections shall be paid and borne by the Borrower.

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

18. The Borrower hereby agrees, undertakes and confirms that it shall deliver to the Bank post-dated cheques as security, more particularly described in welcome letter towards the payment of the outstanding obligations along with the Interest with the Bank named as the payee therein ("SPDCs").

19. The Borrower further covenants as under:

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

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

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

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

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

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

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

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

    ix. 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.

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

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

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

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

xiv. The Borrower declares that : I/we hereby confirm that I/we have handed over the above mentioned cheques ("SPDCs") 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 SPDCs voluntarily in discharge of legal debt owed to the Lender by the Borrower. I /we agree, acknowledge and confirm that the SPDCs 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 SPDCs for repayment of the Facility. I/we hereby confirms that I am/we are aware of the fact that any dishonor of any SPDCs 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 SPDCs issued by me being exhausted, I/we shall issue fresh SPDCs 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 SPDCs have been drawn to clear and honour all such SPDCs (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 SPDCs to the Lender or submit fresh SPDCs 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 SPDCs 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 SPDCs 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 SPDCs 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 SPDCs 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).

xv. The Borrower shall not use the Loan (or any part thereof) for any improper/ illegal/ unlawful/ speculative/ capital market related activities;

xvi. Borrower shall not, directly or indirectly, utilize any part of the Loan, or permit the same to be utilized, for investment, trading, or any speculative or other non-permissible activity involving virtual currencies, including but not limited to cryptocurrencies and/or other similar digital assets. Any breach of this covenant shall constitute an Event of Default under this Agreement, entitling the Lender to recall the Loan forthwith and/or initiate appropriate legal proceedings, including but not limited to recovery actions and enforcement of any other remedies available under applicable law.

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

21. The Borrower confirms that the Borrower shall utilise the said Loan only for the purposes of its Business as set forth in its application for loan.

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

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

24. The Borrower shall not without the prior written consent of the Bank transfer or create/ allow to be created in any manner any charge, lien, hypothecation, mortgage, pledge or other encumbrance whatsoever on any of the properties.

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

26. The occurrence of any one or more of the following events shall constitute an event of default. On the question whether any of the above events/circumstances has occurred/happened, the decision of the Bank shall be final, conclusive and binding on the Borrower:
    (i) The Borrower defaults in payment of principal or interest of any obligation of the Borrower to the Bank when it is due and payable.
    (ii) The security tendered to the Bank or the charges created thereon in Bank's favor shall become wholly or partially invalid or unenforceable.
    (iii) The Borrower shall for any reason cease or be unable to carry on business or appointment of a receiver of the Borrower's assets.
    (iv) Any representation, warranty or statement made by the Borrower proves to have been incorrect or misleading in any respect when made or deemed to be made and if the Borrower commits any breach or default in performance or observance of these presents or failure to keep or perform any of the terms or provisions of any other agreement between the Bank and Borrower in respect of this Loan.
    (v) The Borrower does not upon demand furnish acceptable additional or alternate security or Borrower fails to create security in favour of Bank.
    (vi) If Borrower dies.
    (viii) If Borrower ceases or threatens to cease its business.
    (ix) There exist circumstances which in the opinion of the Bank prejudicially affects or may affect the Borrower' ability to pay/ repay the principal and interest thereon or pay any amount due to the Bank and/or the Borrower commits any default in the payment of principal amount or interest of any obligation of the Borrower to the Bank when due and payable.
    (x) There is change in ownership, management and control of the Borrower without prior written consent of the Bank
    (xi) If there is deterioration or impairment of the securities or any decline/depreciation in the market value (actual or reasonably anticipated), which may cause securities in the opinion of the Bank to become unsatisfactory as to character or value.
    (xii) If the Borrower, suspends making payment on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with any one or more of its creditors (or any class of them) with a view to rescheduling any of its indebtedness or makes a general assignment for the benefit of or composition with its creditors of admits or is ordered to pay any liability and such liability is not paid when due; =

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

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

(xiv) A liquidation order has been passed against the Borrower in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016;

(xv) A resolution plan in respect of the Borrower is not submitted to the adjudicating authority at the end of the insolvency resolution process period under the Insolvency and Bankruptcy Code, 2016;

(xvi) An application is filed by any financial creditor or any operational creditor of the Borrower and/or Obligor for the insolvency resolution process under the Insolvency and Bankruptcy Code, 2016.

(xvii) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, insolvency resolution, liquidation, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower;

(ii) a composition, compromise or arrangement with any creditor of the Borrower or an assignment for the benefit of creditors generally of the Borrower (or a class of such creditors);

(iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor, insolvency professional or other similar officer in respect of the Borrower or any of their assets; and

(iv) enforcement of any security interest over any assets of the Borrower.

(xviii) Any other event which prejudicially alters the Bank's interest or may have Material Adverse Effect. "Material Adverse Effect" shall mean an adverse effect in the condition, financial or otherwise, prospect or operations of the Borrower or any subsidiaries or affiliates, present or future or which ay in the sole opinion of the Bank adversely affect the repayment of the Loan.

(xix)The Loan is utilized for any other purpose other than the purpose enumerated in this Agreement or the Sanction Letter.

(xx) If one or more judgments or decrees have been rendered or entered against the Borrower and such judgments or decrees are not vacated, discharges or stayed for a period of 30 days. And such judgments or decrees involve in the aggregate, a liability which could have a Material Adverse Effect

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

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

(xxiii) If the Borrower without prior written consent of the Bank attempts to create any charge, mortgage, pledge, hypothecation, lien or any other encumbrance over the Borrower's property or any part of the property which is made as security for the repayment of the loan.

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

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

27. Upon the happening of any of the above event, at the option of the Bank, and without necessity of any demand upon or notice to the Borrower, all of which are hereby expressly waived by the Borrower and notwithstanding anything contained herein or in any security documents executed by/to be executed by the Borrower in the Bank's favour, the said dues and all of the obligations of the Borrower to the Bank, hereunder shall immediately become due and payable irrespective of any agreed maturity, and the Bank shall be entitled to enforce its security. On the question of whether any of the above events/circumstances has occurred/happened, the decision of the Bank shall be final, conclusive and binding upon the Borrower.

    The Borrower shall give to the Bank a notice, if any event of default or any event which after the notice or lapse of time or both would constitute an event of default shall have happened, in writing specifying such an event of default or event has happened. If any statutory notice of winding up or insolvency under any law or any suit or legal process intended to be filed against the Borrower is served upon the Borrower, then the Borrower shall promptly notify the Bank.

28. If the Borrower makes default in payment of the said Dues or any part thereof, the Bank would be at liberty (but not bound to do so) to appoint its nominee as receiver without having resort to a Court of Law and/or to a proceeding in Court, to take possession of the properties of the Borrower held/to be held by the Bank as security for the Loan hereunder or under any other security document(s) executed to be executed by the Borrower in favour of the Bank.

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

    (a) Any financial indebtedness of the Borrower is not paid when due or within any originally applicable grace period.
    (b) Any financial indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default, a default or other similar condition or event (however described).
    (c) Any commitment for any financial indebtedness of the Borrower is cancelled or suspended by any of its creditors as a result of an event of default, a default or other similar condition or event (however described).
    (d) Any creditor of the Borrower becomes entitled to declare any financial indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default, a default or other similar condition or event (however described).

30. The Borrower agrees that in addition to any other rights enjoyed by the Bank, in the event of the Borrower committing any default, the Bank shall be entitled to disclose to the RBI or any other statutory or regulatory authority or to any other third person, the name/identity of the Borrower and/or its directors and the default committed. In case of default in payment of any of the Indebtedness to the Bank, the Bank or the RBI will have an unqualified right to disclose or publish the name of the Borrower and/or its directors as defaulters (including as Willful defaulters) in such manner and through such medium as the Bank and/or the RBI in their absolute discretion may deem fit. The Borrower further agrees that the Bank may, as it deems appropriate and necessary disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorized in this behalf by RBI all or any of the following (a) information and data relating to the Borrower (b) the information or data relating to the Loan availed of/to be availed, by the Borrower; and the information and details of the default, if any, committed by the Borrower, in discharge of the Indebtedness .The Borrower agrees and undertakes that (a) the Credit Information Bureau (India) Ltd., and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and the 'Credit Information Bureau (India) Ltd., and any other agency so authorized may furnish for consideration, the processed information and data or products thereof obtained by them, to banks/ financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
31. The Borrower shall upon demand pay to or reimburse the Bank in full a) the legal costs of the preparation of this Agreement, documents creating security and all documents relating thereto (b) all costs, expenses and fees relating to the periodic valuation, inspection, insurance and protection/preservation in any other manner of the security tendered to the Bank and all costs (including legal fees) incurred by the Bank in preserving perfecting or enforcing any of its rights under or in respect of this Agreement, or any present or future security and other documents.
32. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy hereunder shall not be deemed to be waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy of the Bank shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Bank.
33. The Borrower shall not assign, securitize, novate or transfer all or any of its rights, benefits or obligations under this agreement without the approval of the Bank. The Bank may, at any time, assign, securitize, novate or transfer all or any of its rights, benefits and obligations under this agreement without notice to the Borrower. Notwithstanding any such assignment, securitization, novation or transfer, the Borrower shall, unless otherwise notified by the Bank, continue to make all payments under this agreement to the Bank and all such payments when made to the Bank shall constitute a full discharge to the Borrower from all its liabilities in respect of such payments.
34. The Borrower shall execute in favour of the Bank or any nominee of the Bank any further/additional/fresh deeds/documents etc. whenever required by the bank to do so.
35. The Borrower also undertakes to give Irrevocable Power of Attorney in favour of the Bank to authorise the Bank to sell or transfer the said pledged securities (if any) for the purpose.

36. The Borrower shall, without protest or demur, irrevocably and unconditionally pay, indemnify, defend and hold harmless, the Bank against any and all, losses, liabilities, obligations, damages, litigations expenses, judgments, costs, taxes, penalties, charges, expenses (including, without limitation, advisors' fees), claims, fines, penalties, proceedings, actions or demands, whatsoever which may be brought or made against or sustained or incurred by the Bank (whether directly or indirectly and whether paid by Bank or not) or which the Bank may become liable under or in respect of this agreement and any action or proceedings made or brought against the Bank, its correspondents or confirming banks or agents; without deducting any tax in India whether or not such payment attract withholding tax in India or requires due certification by a qualified accountant. The Bank shall be entitled to include any amount payable under this clause in the dues payable by the borrower for availing the Loan.

37. All notices or other communications under or in connection with the Loan shall be given in writing and, unless otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective:
    (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and
    (ii) if sent by facsimile, on receipt of a confirmation from the correct facsimile number. Provided, however, that no notice or communication to the Bank shall be effective unless actually received by the Bank. Notices or communication may be made to:
        (a) the Borrower's address or facsimile number; and
        (b) the Bank's address specified in the Sanction Letter, or to such other address or facsimile number as may be designated by the Borrower and the Bank in writing to each other. The Borrower acknowledges and confirms that notice, if any, provided by the Bank, as specified in this paragraph or in any other manner whatsoever, of any changes in rate(s) mentioned above or any notice from the Bank for payment of amounts at the changed rate(s), shall be treated by the Borrower as sufficient and reasonable notice to the Borrower and the Bank is not bound to issue any further notice of such changes to the Borrower.

38. The entries made in the accounts / account books / records of the Bank maintained in accordance with its usual practice and in compliance with the statutory requirements and / or a statement signed by a designated officer of the Bank, shall be final and binding on the Borrower. Such entries and / or statement shall be prima-facie and conclusive evidence of the existence and amount of obligations of the Borrower as therein recorded in respect of the Loan. The Borrower agrees to accept the statement of account sent by the Bank or by any other authorised representative of the Bank as conclusive proof of the correctness of any sum claimed to be due from him.

39. The Borrower hereby agrees that in case the Borrower commits default in payment / repayment of the amounts due to the Bank or in repayment of interest thereon on due date, the Bank and/or RBI, will have an unqualified right to disclose or publish our name or the name of the Borrower and its directors/partners/proprietors as defaulter in such manner and through such medium as the bank or RBI in their absolute discretion may think fit.

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

41. This Agreement shall be read in conjunction with the Sanction Letter. In case of any inconsistency, the Sanction Letter shall be final and binding on the Borrower.
42. In case of any breach in terms of any event of defaults as stated hereinabove, the Bank shall have the rights to sell, dispose off or realise the securities on such terms and conditions including price that the Bank in its sole opinion thinks fit and apply the proceeds thereof towards satisfaction of the Loan including charges and expenses, if any. Any violation of covenant of borrower under this agreement shall also constitute event of default. The Lender/ 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. In the event of any such cancellation/reduction/revocation/modification and/or recall, all the provisions of this Agreement and all other related documents shall continue to be effective and valid and the Borrower shall repay the outstanding dues under this Agreement duly and punctually as provided herein.
43. Notwithstanding anything contained above, the Bank may without notice to the Borrower in its sole discretion, share the credit risk of the whole or a part of the Facilities with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by the Bank under this Agreement shall remain valid, effective and enforceable by the Bank on the same terms and conditions and the Borrower shall continue to discharge in full all its obligations under this Agreement to the Bank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever. Any such sale, assignment, securitization, novation or transfer shall conclusively bind the Borrower.
44. The Borrower undertakes and acknowledges that it is the responsibility of the Borrower to provide the Bank with the appropriate records/ communication address to determine the relevant location of the recipient of service. In case of any tax or related demand due to failure of the Borrower to provide the correct address, the same will be borne by the Borrower.
45. The Borrower unconditionally agrees, undertakes and acknowledges that the Bank has an unconditional right to cancel the outstanding un-drawn commitments under this Agreement at any time during the currency of the Loan and that the Bank shall endeavour to provide prior intimation of the same to the Borrower. The Borrower unconditionally agrees, undertakes and acknowledges that the Bank shall have the right to unconditionally cancel its outstanding un-drawn commitment in the event of deterioration in the Borrower's creditworthiness.
46. The Borrower undertakes and acknowledges that it is the responsibility of the Borrower to communicate the GSTIN number of particular state for the purpose of billing. In case of unregistered Borrower, the address as given under Borrower's Details would be considered for the purpose of computation of GST. In case of registered applicants, the address given under Borrower's Details shall be considered as the registered place of business for the purpose of computation of GST. Please note that for the purpose of this agreement, registered applicant would mean a person registered under the GST Act.

    For the purpose of this clause, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services

Tax ('IGST'), Union Territory Goods and Services Tax ('UTGST') and any other taxes levied under the GST related legislations in India as may be applicable. The term 'GST legislation/s' should be accordingly interpreted.

47. Any security(ies) furnished by the Borrower, under any other agreement entered into or to be entered into with the Lender, shall be deemed to be the security(ies) under this Agreement and shall not be discharged till such time all the loan(s)/ facility(ies) are fully discharged to the satisfaction of the Lender. The Borrower has executed a letter of general lien cum set off in this regard, annexed herewith as Annexure-II, which enumerates the provisions of cross linking, cross collaterization and cross default with respect to all the credit Facilities availed by the Borrower or any other Obligor.
48. 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.
49. The Borrowers and the Guarantors confirm that the Lender may for the purposes of credit reference checks, verification, assignment, etc. disclose any information/documents relating to the Borrowers and the Guarantors (pertaining to the Facility availed by the Borrower) to any third party appointed by it. The Borrowers and the Guarantors further authorize the Lender to disclose said information /documents to RBI, income tax authorities, credit bureau, third parties, credit rating agencies, databanks, corporates, banks, financial institutions or any other government or regulatory authorities, statutory authorities, quasi-judicial authorities.
50. REGULATORY DECLARATION

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

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.

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.

51 The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU') 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".

52 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, Bye laws, process and methodology adopted by them and the parties unequivocally agrees to follows the same. The award given by the competent arbitrator(s) by the selected Arbitral/ ODR institution under the aegis of such ODR institution(s) shall be final and binding on all Parties to the Agreement

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.

53. Bank shall be entitled to contact the Borrower and the Guarantor for any promotional campaign/offers through any electronic media including WhatsApp. Timely repayment of the loan facility is essence of this contract.

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

(i) notice period before taking possession
(ii) circumstances under which the notice period can be waived
(iii) 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.

54. A Appointment of Third Parties/Recovery Agents: The Bank may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under the Agreement either by itself (through its officers or employees) or through its appointed third parties (including recovery agents).

The Borrower confirms and expressly consents to the Bank that upon occurrence of an Event of Default, the Bank either by itself (through its officers or employees) or through its appointed third parties (including recovery agents), use the contact details provided by the Borrower and Guarantor to the Bank to get in touch with the Borrower/Guarantor including their authorised signatory(ies)/ representative(s) and family members and disclose them relevant details pertaining to the Loan.

55. 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) 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 discretion consider necessary or expedient;

(b) Commitment Charge and Fees;

(c) Penal Charge(s) and Overdue/ Temporary Overdraft Charges on defaulted amounts;

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

(e) PEMI;

(f) EMI or principal amount of the Loan.

56. The Borrower acknowledges and agrees that the Borrower shall be liable to pay prepayment/pre-closure charges at 4% of principal outstanding of the entire Facilities sanctioned by the Lender to the Borrower in case the Facilities are prepaid/pre-closed through any source of funds(s) other than the Borrower's own funds. The below clauses (i.e. clause 57 to 63 shall be applicable if the execution is done through electronic mode).

56A. Grievance Redressal Mechanism:

For redressal of any grievance arising out of this Agreement, the Borrower may adopt the redressal mechanism laid down in the grievance redressal policy of the Bank which is uploaded on the Bank's website www.aubank.in and/or may contact the nodal grievance redressal officer, as per the matrix and on the email/phone number provided in the KFS attached to this Agreement.

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

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

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

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

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

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

63. The Borrower irrevocably agrees and consents that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Loan/Facility on any e-platform/digitized platform as may be desired by the Bank. The Borrower understands and agrees that the Borrower shall keep its electronic devices used for execution of this Agreement fully updated and protected against any virus, malfunction or cyber related threats. The Borrower agrees that neither the Bank or any e-

service/software provider intermediary shall be held responsible for any failure or defect of Borrower's equipment, other software, facilities, third party applications employed by the Borrower, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and/or execution of this Agreement and related documents.

64. The provisions mentioned in clause 57-63 shall apply to all the documents executed by the Borrower and/or Co-borrowers in relation to the Loan/Facility.

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

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

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

68. Schedule 1, Annexure-1(if lease rental discounting facility is granted to the Borrower by the Bank), Annexure-II and Annexure-III shall form part and parcel of this Agreement.

SCHEDULE 1

S. No.	Particulars	Description		
1.	Execution Details	Date of execution:		
		Place of execution:		
2.	Details of Borrower	Name		
		Address	As per Sanction Letter	
3.	Details of Co-Borrower(s) (Name & address)	Name of Co-Borrower(s):		
		Address of Co-Borrower(s):	As per Sanction Letter	
4.	Branch details of the Bank	Name		
5.	Details of Facility/Loan	Term Loan I Amount:	Term Loan II Amount:	Term Loan III Amount:
6.	Sanction Letter	Ref. No.		
		Date:		
7.	Charges		As mentioned on the website of the Bank at https://www.aubank.in/service-fee and in the schedule of charges annexed herewith copy of this agreement is uploaded on the Bank's website.	
8.	Penal Charges		As mentioned in Schedule 2	
9.	Overdue/ Temporary Overdraft Charges		As mentioned in Schedule 2	
10.	Repayment schedule	Term:	As per Sanction Letter	
		EMI Due Date	As per Sanction Letter	
		EMI Frequency	As per Sanction Letter	
		EMI Start Date:	As per Sanction Letter	

		EMI Amount	As per Sanction Letter
		Moratorium Period	As per Sanction Letter
11.	Disbursement in favor of		As per Sanction Letter / As requested by customer

Schedule 2 (Schedule of Charges)

Schedule of Charges –Emerging Enterprises		
S. No.	**Parameters**	**Emerging Enterprises**
1	Interest Rate	Up to 22%
2	Loan Processing Charges	Up to 5% of loan amount
3	Renewal Fees	Up to 3% of loan amount
4	Stamping Charges	As per State's Stamp Act
5	Documentation charges	At actuals
6	Collection Charges	₹600
7	SI/NACH/ECS Return Charges	₹500 per instance
8	ADHOC limit set up charges	0.50% of Sanction limit; minimum Rs 5000
9	TOD limit set up charges	0.10% of Sanction limit; minimum Rs 1000
10	Swap Charges (Replacement of PDCs/Change of bank)	₹1000
11	Prepayment / Foreclosure charges	5% of principal outstanding, if paid before 12 months; 3% of principal outstanding balance, if paid after 12 months
		5% of limit/s sanctioned, if paid before 12 months; 3% of limit/s sanctioned, if paid after 12 months
		0% on 100% FD backed limit
12	Issuance of Duplicate NOC	₹ 500
13	Lender NOC/Solvency Certificate	0.10% of Solvency Certificate amount Minimum: ₹ 10000, Maximum: ₹ 50000
14	Statement of Account	₹500
15	Amortisation/Repayment Schedule	₹500

16	Bank Certificate (for Conduct of account, Loan details and Interest)	₹1000
17	Foreclosure Statement Charges	₹500
18	Change in Instalment due date	₹500 + difference period interest (if any)
19	Replacement in property/ asset/collateral	₹2500
20	Copy of property/ loan document	₹1000
21	Asset verification charges	At actuals
22	Property valuation charges	₹2500 per valuation or actual (whichever is higher)
23	Property legal charges	₹2500 to ₹ 6500 per legal (State wise)
24	Legal / Sarfaesi/Incidental Charges	
	Arbitration	Upto ₹ 5100
	Execution of Arbitration Awards	Upto ₹ 6800
	Complaint U/s 138 (NI Act)/25 (PASS Act)	Upto ₹ 6800
	Issue of Notice U/s 13(2) of SARFAESI Act	Upto ₹ 11,100
	Enforcement Action U/s 14 SARFAESI Act	Upto ₹ 17,000
	Any Other Legal Action taken by or against Bank	At Actuals
25	Cersai Charges	₹100 per asset
26	Equitable Mortgage Charges	As per state act
27	Provisional/Final IT certificate	Nil
28	Rate reduction or Conversion from Fixed to Floating or Floating to fixed	1% of Sanctioned limit/drawing power
29	Commitment Charges	0.50% of un-utilized amount in case average utilization of limits for the quarter is below 60%
30	Stock Audit/LIE charges	At actuals
31	ROC filling Charges	At actuals
32	Cheque/DD/Disbursement/Loan Cancelation Charges	₹1000 plus interest up to cancellation period
33	Cash Deposit Charges (at the time of Prepayment / Foreclosure only)	₹5 per thousand for cash collection

Penal Charges (Cash Credit/Overdraft/Dropline Overdraft /Term Loan/Other Fund Based accounts)

S. No.	Parameters	NBFC
1	Overdue Charges*	₹ 0.65 per thousand per Day
2	Term Loan Overdue Charges*	₹ 0.65 per thousand per Day
3	Temporary Overdraft Charges (Post Expiry)*	₹ 0.10 per thousand per Day
4	Stock Statement Charges	Upto ₹ 500 Lakhs Limit - ₹5000 ₹ 500 Lakhs to ₹ 1000 Lakhs Limit- ₹ 10000 Above ₹ 1000 Lakhs Limit - ₹ 25000
5	Stock Audit Charges	₹ 25,000
6	Low Churning Charges (<75%)	2% p.a. of Sanctioned Limit
7	Security Pending Charges	2% p.a. of Sanctioned Limit
8	Breach of sanction covenants Charges	2% p.a. of Sanctioned Limit
9	Other non-compliance of terms Charges	2% p.a. of Sanctioned Limit
10	Insurance Pending Charges	₹ 5000 per policy
Note: * All above penal charges are applicable per thousand (or every part thereof).		

Transaction Charges (Cash Credit/Overdraft/Dropline Overdraft accounts)		
S. No.	**Parameters**	**Charges**
1	Cash Deposit Charges in CC/OD/DLOD Account	Upto ₹ 10 Lakh – Nil Charges Beyond free limits charges will be ₹4/1000 (Minimum ₹50/transaction)
2	PAP Cheque Book	Free 200 leaves per month, thereafter ₹2/leaf
3	RTGS/NEFT/IMPS Charges	Free
4	Demand Draft payable at AU SFB Locations (through branch)	50 instruments free per month, thereafter ₹50/instrument
5	Demand Draft Payable-Correspondent Bank Location	10 instruments free, thereafter ₹2.50/1000 (Minimum ₹50; Maximum ₹5000)
6	Outstation cheque collection-Corresponding Bank Location	10 instruments free, thereafter ₹5/instrument + courier charges
7	Local Cheque Issued and returned (Insufficient funds)	Up to 2 returns-₹500/instance, 3rd return onwards ₹750/instance
8	Outstation Cheque Issued and returned (Insufficient funds)	Up to 2 returns-₹500/instance, 3rd return onwards ₹750/instance
9	ECS/NACH return (Insufficient funds)	₹500/instance

10	Outward cheque return (Local)	₹100/cheque
11	Outward cheque return (Outstation)	₹100/cheque
12	DD cancellation/Revalidation	₹100/instrument
13	Stop payment of cheque-Branch	₹50 per cheque or range of cheque in series
* Normal Interest on overdue amount will continue to be charged at the applicable ROI of the loan.		

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.

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. GST and other government taxes applicable as per prevailing rate will be charged over and above the fees and charges.
4. Bank do not levy any loan related and adhoc service charges/inspection charges on priority sector loans up to ₹25000.

Annexure -1

The below terms are applicable if the Borrower is availing lease rental discounting facility from the Bank. To the extent of any inconsistency or repugnancy between the terms of the loan Agreement and the terms specified herein, the terms of in this Annexure shall prevail:

1. **Definitions:**

   "**Lease Agreement**" means the Lease Agreement/Lease Deed/ Tenancy Agreement// Leave and License Agreement/ or an Agreement for letting of premises, irrespective of the name by whichever they may be called, and which is entered into between the Borrower and the Lessee.

   "**Lease Receivables**" means the lease rentals or fees or rent or compensation, by which ever name called, which is due to the Borrower under the Lease Agreement entered into between the Borrower and the Lessee.

   "**Lessee**" means the lessee or tenant or licensee, by whichever name they may be called and by whom the Lease Receivables shall be payable to the Borrower under the Lease Agreement entered into between the Lessee and the Borrower.

   "**Loan**" means the loans sanctioned or granted by the Bank in terms of this loan Agreement for meeting the credit, business or personal requirements of the Borrower or for taking over the existing loan of the Borrower from any other lender, refurbishing existing property, business expansion requirements against the security of property/ lease receivables. Loan includes the principal amount of loan and all dues arising or outstanding there under if the context so requires.

   "**Property**" means a real estate property (including a plot of land with or without construction thereon or a flat in a building) and also includes the improvements made or occurred to it and also all benefits arising out of the Property.

2. **Security**

a. The repayment of the loan, interest, fees, costs, charges and expenses and all other amounts payable under this Agreement to the Bank shall be secured in such manner including by way of mortgage, securitisation of the Lease Receivables due to the Borrower from its Licensee/ Lessee / Occupant/ Tenant ("Lessee") in favour of the Bank over the property as specified in the Schedule.

b. The Borrower shall be liable to furnish to the Bank additional and / or alternate security as decided by the bank in the event of any substantial deterioration in the value of the security and the Borrower shall be bound to provide any additional security or execute any further mortgage of any other property satisfactory to the Bank within 30 days from the receipt of the letter from the Bank.

c. The Bank shall have the right to decide, in its sole discretion, the mode of mortgage or creation of any other security/additional security to be created by the Borrower for securing the Loan and all other amounts as aforesaid. The Borrower shall be bound to create such security evidencing the same as may be required by the Bank.

d. The Borrower shall execute all documents including any bonds, promissory notes for the Loan, power of attorney(s)/ undertakings and agreements as may be required by the Bank at any time during the pendency of this Loan.

3. **Event of Default**:

   In addition to the Event of Default specified in clause no. 26 of the loan Agreement, the below events shall also constitute event of default:

   a) The value of the property or any security (including guarantee/s) created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower fails to give additional security;
   b) If the Property is destroyed, sold, disposed of, alienated, attached or restrained in any manner;
   c) The Borrower fails to create the security as provided herein;

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- As per Sanction Letter	Registered email id, Mobile no., WhatsApp no.:

	Co-Borrower(1) - As per Sanction Letter	As per Bank's records. (Account information)
	Co-Borrower(2) - As per Sanction Letter	
	Guarantor(1) - As per Sanction Letter	
	Guarantor(2) - As per Sanction Letter	
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-II
LETTER OF GENERAL LIEN AND SET OFF

To,

AU Small Finance Bank Limited,

19-A, Dhuleshwar Garden, Ajmer Road,
Jaipur
("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 it's 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.

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

<u>Annexure- III</u>

Example No. - 1 (Term Loan Cases)

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 39 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*

Example No. – 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:

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	

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

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

Customer ID	Facility Name	Date	NPA Reason
A	Term Loan 1	29-Jun-21	NPA Classified as per above Example

A	Term Loan 2	29-Jun-21	NPA Classified Due to Customer A Term Loan 1 is classified NPA
A	Cash Credit / Overdraft	29-Jun-21	
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*

DECLARATION

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

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

THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF ALL THE TERMS AND CONDITIONS STATED HEREINABOVE ON THE DAY AND PLACE AFOREMENTIONED.

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

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

Key Fact Statement

Part 1 (Interest rate and fees/charges)

1	**Loan proposal/ account No.**		**Type of Loan**	
2	**Sanctioned Loan amount (in Rupees)**			
3	**Disbursal schedule** (i) Disbursement in stages or 100% upfront. (ii) If it is stage wise, mention the clause of loan agreement having relevant details			
4	**Loan term (year/months/days)**			
5	**Instalment details**			

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

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

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

8	**Fee/ Charges**				
		Payable to the RE (A)		Payable to a third party through RE (B)	
		One-time/ Recurring	Amount (in ₹) or Percentage (%) as applicable	One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable[5]
(i)	Processing fees				
(ii)	Insurance charges				
(iii)	Valuation fees				
(iv)	Any other (please specify)				
9	**Annual Percentage Rate (APR) (%)**				
10	**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)				

Part 2 (Other qualitative information)

1	Clause of Loan agreement relating to engagement of recovery agents	The Bank may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under the Agreement either by itself (through its officers or employees) or through its appointed third parties (including recovery agents). The Borrower confirms and expressly consents to the Bank that upon occurrence of an Event of Default, the Bank either by itself (through its officers or employees) or through its appointed third parties (including recovery agents) to use the contact details provided by the Borrower and Guarantor to the Bank to get in touch with the Borrower/Guarantor including their authorized signatory(ies)/ representative(s) and family members and disclose them relevant details pertaining to the Loan.

<table>
<tr><td rowspan="5">2</td><td rowspan="5">Clause of Loan agreement which details grievance redressal mechanism</td><td colspan="3">For redressal of any grievance arising out of this Agreement, the Borrower may adopt the redressal mechanism laid down in the grievance redressal policy of the Bank which is uploaded on the Bank's website www.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>
</table>

<table>
<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</td></tr>
<tr><td>Branch/Asset Centre</td><td>(Please visit www.aubank.in to locate nearest branch/asset centers)</td></tr>
<tr><td>Level 2</td><td>The Grievance redressal officer

Office Address:-
19-A, Dhuleshwar Garden, Ajmer Road, Jaipur, 302001</td><td>Call: +91-8690998401
Timings: 9.15 am to 6:15 pm Monday to Saturday (except second and fourth Saturdays and Bank Holidays)

Email: grievance.redressal@aubank.in</td></tr>
<tr><td>Level 3</td><td>The Principal Nodal Officer

Office address :- Jaipur</td><td>Call: Phone Number : 0141- 6660645
Timings : 9.15 am to 6:15 pm Monday to Saturday (except second and fourth</td></tr>
</table>

			19-A, Dhulesh war Garden, Ajmer Road, Jaipur, 302001	Saturdays and Bank Holidays) **Email:** pno@aubank.in
4	Whether the loan is, or in future maybe, subject to transfer to other REs or securitisation (Yes/ No)			
5	In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:			

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

6	In case of digital loans, following specific disclosures may be furnished:	
(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 acting as recovery agent and authorized to approach the borrower	

Annex B Illustration for computation of APR for Retail and MSME loans

Sr. No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees) (Sl no. 2 of the KFS template – Part 1)	20,000
2	Loan Term (in years/ months/ days) (Sl No.4 of the KFS template – Part 1)	
a)	No. of instalments for payment of principal, in case of non equated periodic loans	-
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments)	Monthly 970 24

	(Sl No. 5 of the KFS template – Part 1)	
c)	No. of instalments for payment of capitalised interest, if any	-
d)	Commencement of repayments, post sanction (Sl No. 5 of the KFS template – Part 1)	30 days
3	Interest rate type (fixed or floating or hybrid) (Sl No. 6 of the KFS template – Part 1)	Fixed
4	Rate of Interest (Sl No. 6 of the KFS template – Part 1)	15 %
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	3,274
6	Fee/ Charges payable[1] (in Rupees)	400
A	Payable to the RE (Sl No.8A of the KFS template-Part 1)	240
B	Payable to third-party routed through RE (Sl No.8B of the KFS template – Part 1)	160
7	Net disbursed amount (1-6) (in Rupees)	19,600
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees)	23,274[2]
9	Annual Percentage rate- Effective annualized interest rate (in percentage)[3] (Sl No.9 of the KFS template-Part 1)	17.07%
10	Schedule of disbursement as per terms and conditions	Detailed schedule to be provided
11	Due date of payment of instalment and interest	DDMMYYYY

Annex C

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

Instalment No.	Outstanding Principal (in Rupees)	Principal (in Rupees)	Interest (in Rupees)	Instalment (in Rupees)
1	20,000	720	250	970
2	19,280	729	241	970
3	18,552	738	232	970
4	17,814	747	223	970
5	17,067	756	213	970
6	16,310	766	204	970
7	15,544	775	194	970
8	14,769	785	185	970
9	13,984	795	175	970
10	13,189	805	165	970
11	12,384	815	155	970
12	11,569	825	145	970
13	10,744	835	134	970
14	9,909	846	124	970
15	9,063	856	113	970
16	8,206	867	103	970
17	7,339	878	92	970
18	6,461	889	81	970
19	5,572	900	70	970
20	4,672	911	58	970
21	3,761	923	47	970
22	2,838	934	35	970
23	1,904	946	24	970
24	958	958	12	970

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