HOME LOAN AGREEMENT

This **Agreement** is made and executed at the place and on the date set out in the Schedule hereto **("Schedule")** between

"**Borrower** and **Co-Borrower,** hereinafter collectively being referred to as "Borrower" and **Guarantor"** whose details are given in Schedule, (which expression shall, unless it be repugnant to the context or meaning thereof, shall include: (i) in the event that the Borrower/ Guarantor 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/ Guarantor 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/ Guarantor is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators, executors and legal representatives; (iv) in the event that the Borrower/ Guarantor is an individual, his/her legal heirs, administrators and executors; (v) in the event that the Borrower/ Guarantor 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/ Guarantor is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vi) in the event that the Borrower/ Guarantor 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 Regulated by Reserve Bank of India (RBI), having its registered office at AU SMALL FINANCE BANK LIMITED 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur-302001 and a branch office in India at the address mentioned in the Schedule hereunder, referred to as "**the Bank/Lender**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Second Part**

The Borrower/Co-Borrower, Guarantor and the Bank are hereinafter collectively referred to as '**Parties**' and individually as the '**Party**'.

WHEREAS, the Borrower and the Guarantor has/have approached the Bank for grant/sanction of Loan for the amount and the purpose **("Purpose")** as stated in the Schedule hereto which the Bank, has vide Sanction Letter agreed to grant/extend to the Borrower. The Parties hereto are desirous of recording the terms and conditions in relation to the Loan to be made by the Bank to the Borrower and the Guarantor on the terms and conditions hereinafter contained.

NOW, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following terms wherever used including the recitals, shall have the following meanings:

a. **"Agreement"** means this Agreement read together with all the Schedules, Annexures, Key Fact Statement, addendums, attachments and appendices axed hereto and all amendments/ supplements hereto and restatements hereof as executed from time to time.

b. **"Applicable Rate of Interest"** means the Fixed Rate of Interest or the Floating Rate of Interest applicable to the Loan.

c. **"Application Form"** means duly filled in Loan application form, in a form and manner prescribed and acceptable to the Bank, together with such documents and information as may be required by the

Bank including all particulars and documents, filled and submitted by the Borrower and/or the Guarantor to the Bank for the purpose of availing the Loan.

d. **“Annexure”** means the annexure(s) to this Agreement as amended/modified from time to time, which shall form an integral part thereof.

e. **“Availability Period”** shall mean the period, as specified in the Schedule during which the Loan shall remain available for drawl.

f. **“Branch”** means the branch of the Bank at the place mentioned in the Schedule from where the Loan is sanctioned/disbursed and shall include any other branch where the Loan Account may be maintained or transferred from time to time at the sole discretion of the Bank.

g. "**Builder Payments**": *shall have the meaning ascribed to it in Clause 7.A.vv.*

h. “**Business Day”** shall mean a day on which the Branch is open for general business as well as for the purposes of payment, settlement and clearing. In case, any date for payment of any dues under this Agreement falls on a day that is not a Business Day, such payments shall be made on the next Business Day.

i. **“Conversion Charges”** means the fee, if any, paid/to be paid by the Borrower and/or the Guarantor to the Bank for the purpose of conversion of Applicable Interest Rate from Fixed Rate of Interest to Floating Rate of Interest or vice versa.

J. “**Guarantee”** shall mean corporate/ personal guarantee provided by the Guarantor as a security for the Facility sanctioned by the Lender to the Borrower.

k**. “Default**” means an Event of Default and/or a Potential Event of Default, or any other event as may be stipulated by the Bank from time to time or so construed by the Bank at its sole discretion;

l. “**Penal Charges”**, shall mean the 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 8.1

m**. “Due Date”**: means, in respect of (a) the EMI and/or the Outstanding Dues on the Repayment Dates (b) the costs, charges and expenses incurred or paid by the Bank under the Loan Documents, the date specified by the Bank in the notice providing details of such costs, charges and expenses; and (c) any other amount payable under the Loan Documents, the date on which such amount falls due in terms of the Loan Documents, or on demand if the due date is not specified in such Loan Document;

n. **Electronic Clearing System or ECS**” **or** “**NACH”** means the debit clearing schemes, notified by the Reserve Bank of India from time to time, being mode(s) of electronic funds transfer from one bank account to another bank account using the services of a clearing house or any other platform or mechanism duly authorized in this regard including without limitation the National Electronic Clearing Service.

o. “**Equated Monthly Instalment (EMI)”** means the amount of pro-rated monthly payment consisting of principal amount of the Loan and/or interest payable thereon.

p. “Event of Default”: shall have the meaning ascribed to it in Clause 8.1 and such other stipulations of the Bank on a case to case basis;

q. **“Fixed Rate of Interest”** means the specific rate of interest applicable on the Loan for specific tenure mentioned in the Schedule.

r. **“Floating Rate of Interest**” means the rate of interest applicable on the Loan calculated as the sum of Marginal cost lending rate (MCLR) or External benchmark lending rate (EBLR) plus the margin as mentioned in the Schedule, which is subject to change from time to time.

s**. “Guarantor”** means the person(s) as specified in Schedule. ;

t**. “Interest and annual percentage rate (“APR”)”:** means the interest and APR payable by the Borrower to the Bank in terms of this Agreement/ KFS as computed from time to time with respect to Loan

u. “**Interest on Overdue EMI/ Instalment/ Amount/ Interest**” shall be charged at the contractual rate of Interest applicable for the Loan and specified in the Schedule 2 (Schedule of Charges) below.

v. **“Loan”** means the financial assistance, applied by the Borrower by submitting the Application Form and sanctioned by the Bank in terms of the Sanction Letter as well as under this Agreement for the amount as mentioned in the Schedule, which may be disbursed by the Bank to the Borrower from time to time in terms of this Agreement which shall be subject to the sole discretion of the Bank.

w. “**Loan Account”** means account opened by the Bank in the name of the Borrower pursuant to the sanction of the Loan and to be operated in accordance with the terms hereof, and details whereof are in the Schedule.

x**. “Loan Documents”:** means collectively (a) Application Form; (b) Power of Attorney; (c) Sanction Letter; (d) Security Documents; (e) this Agreement; (f) Home-Equity Loan, Addendum, if any; (g) Affidavit-cum- Undertaking, if any; (h) request letter(s) submitted by the Borrower and/ the Guarantor for availing the Loan, (i) any other document executed from time to time pursuant to any of the foregoing to which the Borrower and/or the Guarantor or the Bank is a party; and (j) any other agreement or document which the Bank designates as a Loan Document;

y. “**Loan Tenor**” means the tenor of the Loan as specified in **Schedule** and amended, if any, from time to time

z. “**Marginal cost lending rate (MCLR)/ External benchmark lending rate (EBLR)”** means the Applicable Interest Rate announced by the Bank from time to time as its Marginal cost lending rate (MCLR) or External benchmark lending rate (EBLR).

aa. “**Material Adverse Effect**” means an event, circumstance, occurrence or condition which has caused, as of any date of determination, a material adverse effect on or a material adverse change in the reasonable judgment of Bank on:
(a) The business, operations, assets or condition (financial or otherwise) of the Borrower and/or the Guarantor; or
(b) The ability of the Borrower and/or the Guarantor to enter into and to perform its obligations under Loan Documents or any other related document to which Borrower and/or the Guarantor is or will be a party; or
(c) The Security Interest, the Property or any rights in relation thereto; or
(d) The legality or validity or enforceability of the Loan Documents or any other related document or the rights or remedies of the Bank.

bb. **Mortgagor/ Security Provider**: shall mean the owner of the Property or of any other property over which Security Interest, in favour of the Lender, has been created for securing the Loan availed by the Borrower.

cc**. “Non-Performing Asset (NPA)”:** means classification of the Loan Account by the Bank as Non-Performing Asset, upon Default by the Borrower and/or the Guarantor in payment of principal amount and/or interest under the Loan, more specifically explained in Annexure A or as per the specific guidelines of Reserve Bank of India issued from time to time.

dd**. “Outstanding Dues”:** means, at any time, all the amounts outstanding and payable or obligations to be performed by the Borrower and/or the Guarantor to the Bank, pursuant to the terms of this Agreement and/or any other Loan Documents, including but not limited to (a) the Loan Amount, payable as part of EMI; (b) the Interest on the Loan Amount, payable as part of EMI; (c) the Penal Charge(s); (d) Interest on Overdue EMI/ Instalment/ Amount/ Interest ;(e) all other obligations and liabilities of the Borrower, indemnities, liquidated damages, costs, charges.

ee. “**Post Dated Cheques (PDC)**” means the cheques drawn by the Borrower and/or the Guarantor in favour of the Bank (including PDCs drawn as a security), towards payments of the dues (including without limitation P-EMI(s) and EMI(s)) under this Agreement.

ff. “**Potential Event of Default**” means any event or circumstance which would, with the expiry of any grace period provided by the Bank from the giving of notice, the making of any determination under the Loan Document or the satisfaction of any or all applicable conditions (as the case may be) (or any combination of the foregoing) be an Event of Default;

gg**. “Pre-Payment**” shall have the meaning ascribed to it at Clause 5.10 of this Agreement.

hh. “**Pre-Equated Monthly Instalments**” or “**Pre-EMIs**”: shall mean any amount of Interest which is payable by the Borrower to the Bank from the date of the first disbursement of the Loan till the date on which disbursement up to the Loan Amount is made to the Borrower or such other date as may be determined by the Bank.

ii. “**Property”**: with respect to the Home Loan means, the residential immoveable property details of which are provided in **Schedule**, against the security of which the Loan is being granted by the Bank in terms of this Agreement, including the improvements made or occurred to it whether or not by utilizing the Loan proceeds and also all benefits arising out of such Property;
Without prejudice to the generality of the above ‘Property’ shall also include:

(a) In the case of a flat, the entire built-up area (and any addition thereto), the proportionate share in the common areas of the building in which such flat is/will be situated and the proportionate undivided share in the land on which the said building is situated or is being/will be built, including any open/covered garage/parking spaces specifically allotted to such flat; and/or
(b) In the case of an individual house, the house and entire plot of land on which the house is situated or on which the house will be built up including all easement rights; and/or
(c) In the case of a plot of land, the land without cancellation/termination/exchange of any easement right attached with it; and/or
(d) All immovable furniture and fixtures permanently fastened to the earth or the walls and forming part of the Property; and/or
(e) Any other immovable property, as described in **Schedule** including entire built-up area, proportionate land and all other rights attached to such property;

jj. **“Purpose” :** means the lawful purpose for which the Loan shall be granted/agreed to be granted by the Bank to the Borrower and shall include the purpose described in the Schedule.

kk**. "Repayment Date”:** (a) in relation to EMI, means the date, on or before which each EMI is to be repaid by the Borrower and/or the Guarantor; and (b) in relation to other Outstanding Dues, means the date, on or before which the relevant Outstanding Dues and/or the entire Outstanding Dues, is to be repaid by the Borrower and/or the Guarantor;

ll **“Repayment Instrument**” - means the payment of Pre-Equated Monthly Repayment Interest or Equated Monthly Instalment, on or before the due dates(s), and/or other amounts payable under this Agreement, by any of the following modes, which options are set out in the Schedule: (a) ECS/NACH; (b) NEFT (National Electronic Fund Transfer); (c) PDCs; (d) RTGS; (e) Standing instructions at the bank; and (f) Any other instrument suitable from time to time.

mm**. “RERA**” shall mean the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) and the relevant rules, regulations and notifications thereunder as amended from time to time and as enforced, and shall include all the notifications, circulars and orders given by the Authority (“**RERA Authority**”), as defined under Real Estate (Regulation and Development) Act, 2016, in the relevant jurisdiction.

nn. **“Sanction Letter”** means the sanction letter issued by the Bank and accepted by the Borrower and the Guarantor, in connection with the Loan and would include any variations and amendments thereto, from time to time. Sanction Letter, details whereof are in the Schedule, shall form an integral part of this Agreement and shall always be read in conjunction with the same.

oo. **“Schedule”** means the Schedule to this Agreement, and as amended/modified from time to time, which shall form an integral part of this Agreement.

pp**. “Security Documents”:** means:
(a) deed of Guarantee, if any;
(b) any document whereby Security Interest over the Property shall be created in favour of the Bank;

(c) any present or future document confirming or evidencing any Security Interest or guarantee for, or in relation to, any sums outstanding under any Loan Document;

(d) all agreements and other documents executed from time to time pursuant to any of the foregoing including all notices given pursuant to, and as contemplated by, the Security Documents and the acknowledgements to such notices;

qq**. “Security/Security Interest**” shall mean a mortgage, charge, encumbrance, pledge, hypothecation, lien, security assignment or other security interest securing the obligations of the Borrower and the Guarantor under the Loan Documents or any other lien, agreement or arrangement (including any trust retention or escrow arrangements) having a similar effect.

rr. **“Key Facts statement/ KFS”** shall mean the key fact statement annexed to this Agreement.

1.2. Unless a contrary indication appears, any reference in this Agreement to:

a. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Schedule/relevant Annexure(s);

b. Any expression not defined herein but defined in the General Clauses Act, 1897, the meaning or interpretation assigned to such expression therein shall also carry the same meaning herein;

c. A person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);

d. The singular includes the plural (and vice versa);

e. Reference to the masculine gender includes references to the feminine gender and the neuter gender and vice versa.

f. Unless the context require or otherwise specifically mentioned, reference to the Borrower shall include Co-Borrower as well;

g. In the event of any disagreement or dispute between the Bank and the Borrower/ Guarantor regarding the materiality or reasonableness of any matter including any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, Default or otherwise, the opinion of the Bank as to the materiality or reasonableness of any of the foregoing shall be final and binding on the Borrower/ Guarantor.

2. **LOAN AMOUNT**

The Borrower agrees to borrow from the Bank and the Bank agrees to grant to the Borrower the amount specified in the Schedule hereunder as loan amount (‘Loan Amount”), upon the terms and conditions mentioned in the Sanction Letter and this Agreement.

3**. DISBURSEMENT**

3.1. The Bank shall, subject to the provisions of this Agreement and unless agreed between the Borrower, Guarantor and the Bank otherwise, disburse the Loan Amount in one or more tranches by issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only" or National Electronic Fund Transfer or Real Time Gross Settlement Systems:

a. In the name of the builder/developer or seller or vendor towards payment of the purchase price of the Property from whom the Property is being purchased utilising the Loan; or

b. In the name of the materials supplier, civil contractor or any other person as notified by the Borrower/ Guarantor towards the materials, labour or professional costs, towards the construction or improvement or repair or extension of the Property; or

c. In the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan; or

d. In the name of the Borrower/Co-Borrower/Mortgagor/ Guarantor or any other third party, at the discretion of the Bank.

The disbursement made in terms of (a) to (d) above shall be deemed to be a disbursement to the Borrower. The Borrower shall be required to make disbursement request to the Bank, in the form and manner prescribed by the Bank, and as per the terms of sanction. However, in case of any dispute, the decision of the Bank shall be final.

3.2. The Bank may not disburse or further disburse, at any time, the Loan Amount unless the following conditions are complied with in the sole discretion of the Bank:

a. The Borrower and/or the Guarantor shall have duly executed the Loan Documents or such other documents as prescribed by the Bank;

b. The Borrower shall have satisfied the Bank of the Borrower's/ Guarantor's clear and marketable title to the Property; .

c. If required by the Bank, the Borrower/ Guarantor shall have submitted to the Bank the certificate issued by the architect approved by the Bank with respect to the progress of construction of the Property.

d. The Borrower/ Guarantor shall have submitted to the Bank a certificate of employment from his employer and his financial statements;

e. The Borrower and/or the Guarantor shall have submitted to the Bank the Repayment Instrument;

f. No event of default shall have occurred;

g. The Borrower and/or the Guarantor shall have assigned in favour of the Bank, the insurance policy(ies) as may be required by the Bank;

h. Any other document or writing as the Bank may require in its sole discretion.

3.3. Notwithstanding, anything to the contrary contained herein, the Borrower/ Guarantor does hereby confirm that the disbursement shall be deemed to have been made on the date on which the Bank debits the Loan Account simultaneously with the disbursement of the Loan Amount in terms of Clause 3.1 without the Bank concerning itself with the receipt/realisation of such disbursement by the beneficiary/recipient.

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

3.5. Notwithstanding anything to contrary contained herein, the Borrower/ Guarantor unconditionally agrees, undertakes and acknowledges the Bank's right to unconditionally cancel the Bank's outstanding undrawn commitment or suspend or cancel further disbursements of the Loan without assigning any reasons thereof in the event of deterioration of Borrower's creditworthiness or otherwise and in such an event, the Bank shall be entitled to recall any disbursed amount of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable under this Agreement.

For the purpose of the above clause, deterioration in the Borrower's/ Guarantor's creditworthiness shall include without limitation:

(a) downgrade by a Credit Rating Agency;
(b) inclusion of the Borrower/ Guarantor and/or any of its/ their directors in RBI's wilful defaulters list;
(c) closure of a significant portion of the Borrower's/ Guarantor's operating capacity;
(d) decline in the profit after tax of the Borrower/ Guarantor as per prevailing policy of the Bank.
(e) any adverse comment from the statutory auditor of the Borrower/ Guarantor; and
(f) failure of the Borrower/security provider/ Guarantor to comply with the terms and conditions of Agreement and/or Security Documents.

3.6. Notwithstanding, anything to the contrary contained herein, the Bank shall not in any event or circumstance be liable or be construed as being liable to disburse any amount beyond the Loan Amount for any reason whatsoever.

3.7. The obligation to deduct and deposit tax, if applicable, on purchase of immoveable Property under Section 194IA of the Income tax Act, 1961 rests with the Borrower and the Bank will not be liable to make such payments on behalf of the Borrower.

4. INTEREST/ APR/ FEES/CHARGES/COSTS ETC.

4.1. Interest and APR

a. The Borrower shall pay to the Bank, Interest/ APR on the principal amount of the Loan outstanding from time to time at a rate equal to the Applicable Rate of Interest as mentioned in the Schedule and such payment is guaranteed by the Guarantor.

b. The Borrower is aware and confirms with the Bank that in case of Floating Rate of Interest, the Applicable Rate of Interest shall change as and when there is any change/reset in the MCLR/EBLR. The Borrower and the Guarantor shall be deemed to have notice of such change whenever the same is announced/notified/displayed by the Bank on its website/Branch or otherwise. The change in the Applicable Rate of Interest on account of the aforesaid shall become effective from the EMI payment date falling next after such reset, and by default will change the Loan Tenor unless the Bank receives a written request from the Borrower to give effect of such in the Applicable Rate of Interest in the EMIs. However, such a change in the EMI amount would be effective prospectively.

c. The Borrower agrees and the Guarantor Acknowledges that in case the Applicable Rate of Interest opted for is under flexi scheme, then the Interest offered to the Borrower shall be fixed for initial 3 years. After completion of the initial tenure of the fixed term, the rate of Interest will be converted to Floating Rate of Interest which will be linked to the prevailing Marginal Cost of Lending Rate (MCLR) / External Benchmark Rate (EBR) as on the date of reset. Notwithstanding the same, the Fixed Rate of Interest may be altered suitably and prospectively, on account of changes in the internal policies of the Bank or if unforeseen or extraordinary changes in the money market conditions take place or any change in any applicable laws or regulations or due to any other reason whatsoever. If the Borrower is not agreeable to the revised rate of Interest by the Bank then within fifteen Business Days of receipt of the notice from the Bank intimating the change, the Borrower shall request the Bank to terminate the Loan and shall repay the entire Outstanding Dues together with interest, cost and such other amounts as may be due to the Bank in full in accordance with the provisions of this Agreement relating to Prepayment.

d. Notwithstanding anything to the contrary contained in this Agreement, the Interest payable by the Borrower shall be subject to the changes in rate of interest made by the Reserve Bank of India from time to time. The Borrower confirms having perused and understood the Bank's method of calculating the Interest on the Loan on the reducing balance rate, and also the calculation of EMIs.

e. Interest on the Loan shall begin to accrue simultaneously with the Bank's disbursement of the Loan Amount by issuing disbursement payment order/demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary/recipient and also with the realisation of such payment order /demand draft or the time taken in such realisation.

f. Interest on the Loan shall be computed and debited to the Loan Account as following-

i. On the day of each calendar month/quarter/half year/year as stated in the Schedule;

ii. Taking the basis of 360 days in a year, as may be applicable;

iii. On the Outstanding Amount on the last day of the preceding period of one month/quarter/half year/year as stated in the Schedule.

iv. Interest from the date of disbursement till the commencement of the EMI shall be payable every month as per the P-EMI mentioned in the Schedule, if applicable.

g. The Borrower is aware and agrees, and Guarantor acknowledges, that without prejudice to the other rights of the Bank under the Loan Documents, in the event of the Borrower committing a Default in the payment of Outstanding Dues the Borrower shall pay such Penal Charges in addition to Interest on Overdue EMI/ Instalment/ Amount/ Interest till the entire defaulted amounts are repaid to the satisfaction of the Bank, and in the event Borrower commits any breach of any condition of the Loan Documents, the Borrower and/or the Guarantor shall be liable to pay such Penal Charges as specified in Schedule 2, from the date of Default until such Default is remedied by the Borrower to the satisfaction of the Bank.

4.2. Fees/Charges/Costs

a. The Borrower has paid/agreed to pay as and when demanded by the Bank the processing charges, service charges, disbursement charges, collection charges, penalties (if any), registration charges, other charges/fees/costs etc. as mentioned in the Schedule or Annexures or Sanction Letter or as specified by the Bank from time to time. The Borrower and the Guarantor understand and agree that the foregoing charges/fees/costs may be revised by the Bank from time to time and will be notified by the Bank through letter or email or by updating the website (www.au.bank.in) or a combination thereof, which shall constitute sufficient notice to Borrower and the Guarantor. The processing fees, service charge and/or other charges/fees/costs shall be non-refundable and would be payable to the Bank whether or not the Loan has been drawn down.

b. The Borrower and the Guarantor agree and covenant with the Bank that the Bank, may at its sole discretion, require the Borrower and/or the Guarantor to promptly pay (a) the applicable stamp duty on the Loan Documents and also on such other documents as may be executed in relation to or incidental to these presents; (b). bear all costs of making good any deficit in stamp duty on the Loan Documents executed by the Borrower/ Guarantor in relation to the Loan in favour of the Lender; (c). all present and future taxes which may include any duties, expenses and other charges whatsoever in relation to the Loan Documents, the Loan, the Property and/or the Security Interest and (d) all other charges, costs and expenses from time to time specified by the Bank (including all costs and expenses incurred or paid by the Bank) in relation to this Agreement and/or any Security Interest, including those incurred for repossession and/or sale of Property and/ or for enforcement of Security Interest and/or for recovery of the Loan or any part thereof.

In case of failure of the Borrower/ Guarantor to pay the foregoing, the Bank shall be entitled to debit all such amount due and payable by the Borrower/ Guarantor under this Agreement to the Loan Account and the same shall form part of the Loan on which the Applicable Rate of Interest would be applicable.

c. The Borrower and Guarantor 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/ Guarantor shall be liable to repay the entire Loan Amount along with the interest as agreed and on such dates/ intervals as and when the same becomes due.

5. REPAYMENT

5.1**.** The Loan Amount along with the Interest thereon and any other charges, premium, fees, taxes levies or other dues payable by the Borrower to the Bank in terms of this Agreement shall be repayable by the Borrower to the Bank on or before the Repayment Date-

a. At the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank) by way of Repayment Instrument or in any other manner as the Bank may specify from time to time in writing.

b. By way of EMI as mentioned in the Schedule towards repayment of principal and Interest; and

c. During the principal moratorium period, by way of amount calculated as per P-EMI and as mentioned in the Schedule, in case where the Loan is proposed to be paid before the commencement of EMI or towards repayment of interest before the commencement of the EMI.

5.2. No notice, reminder or intimation will be given to the Borrower regarding the Borrower's obligation to service the Loan/ other dues under this Agreement on each due date.

5.3. Notwithstanding anything to the contrary contained in this Agreement, the Borrower and the Guarantor agree that the Bank shall have the right at any time or from time to time to review and reschedule the repayment terms of the Loan or of the Outstanding Amount thereof.

5.4. The Borrower also undertakes and agrees to pay the Interest on the Loan and other costs/charges under this Agreement, free from any deduction whether on account of tax or otherwise. Should any applicable law at any time require any deduction or withholding to be made from a payment, Borrower's liability in respect of such payment shall be for a revised amount such that after making of such deduction or withholding, the net payment shall be equal to the amount which the Bank would have received, had no such deduction or withholding been made. The Borrower shall hold the Bank harmless and fully indemnified for any claim which may be made in this regard by any tax authorities and undertake to pay forthwith any such demands which the Bank may become liable to pay. If the Borrower fails to pay the amount so demanded by the Bank, then the Borrower hereby authorises the Bank to debit the Loan Account with the amount so demanded from and paid by the Bank and/or enforce the Security Interest, for the purpose of recovery of the said tax amount.

5.5. The Borrower and the Guarantor agree and confirm the amounts payable by the Borrower in terms of this Agreement under various heads towards diverse costs and charges and is aware that all amounts so paid by the Borrower shall be treated by the Bank as conclusive payments by the Borrower towards those respective costs and charges. The Borrower agrees that if at any time it is discovered that there are any amounts due to the Bank for which credit was erroneously passed by the Bank, then notwithstanding any No objection certificate (NOC) etc. that may have been issued by the Bank, the Bank shall be entitled to claim such amounts from the Borrower and the Borrower shall make such payment on a demand by the Bank to that effect.

5.6. All the charges levied by the Bank/indicated in this Agreement/ Schedule 2 (Schedule of Charges), or as the case may be, in the Sanction Letter, including but not limited to the processing charges, service charges, disbursement charges, collection charges, penalties (if any), registration charges, Repayment Instrument dishonour charges, swap charges and other charges/fees/costs etc. shall be exclusive of all taxes and statutory levies as may be applicable on the same including but not limited to Goods & Service Tax and cess thereon and shall become payable only upon the Bank exercising its right to levy the same, which may be reflected in the periodic account statements sent or in separate advices or other similar document. No delay or omission to exercise any right, power or remedy accruing to the Bank upon any breach or default of the Borrower and/or the Guarantor under the Loan Documents shall impair any such right, power or remedy of the Bank either under the Loan Documents or generally under any other law in place for the time being in force. Any waiver/acquiescence in respect of the specified event, relating to the levy of charges, under this Agreement shall be at sole discretion of the Bank whether or not under intimation to the Borrower and/or the Guarantor. The Bank further reserves the right to modify the charges including addition of further category of similar charges or waiver of any such charges at its sole discretion, in connection with any specified event. The Borrower and the Guarantor absolutely and irrevocably acknowledge and consent that it shall be bound by any such modification in the nature or extent of charges even if it the same is not expressly documented or intimated and the same shall be deemed to be an alteration/modification to the terms of this Agreement.

5.7. The Borrower and the Guarantor agree, declare and confirm that, notwithstanding any of the terms and conditions contained in this Agreement are contrary to the provisions of the Indian Contract Act, 1872 or any other applicable law, the Bank may, at its absolute discretion, appropriate any payments made by the Borrower under this Agreement or any amounts realized by the Bank by enforcement of Security Interest or otherwise, towards the dues payable by the Borrower to the Bank under this Agreement and/or other agreements entered into between the Borrower and/or the Guarantor and the Bank and in any manner whatsoever.

5.8. Delay/Default in payment of P-EMI/EMI etc.

In the event of Default or delay in payment of any P-EMI(s)/EMI(s) or other monies payable under this Agreement, such defaulted amount shall carry Penal Charge and Interest on Overdue EMI/ Instalment/ Amount/ Interest computed from the respective Due Dates till the entire defaulted amount is repaid by the Borrower and/or the Guarantor.

5.9. Repayment Instrument (Post Dated Cheque (PDC)/Standing Instruction (SI)/Electronic Clearing System (ECS)):

a. All the payments by the Borrower towards EMIs or Outstanding Dues or other amount payable under this Agreement, if the Bank so decides, may be collected through Repayment Instrument. In case of PDCs, Borrower shall submit with the Bank such minimum number of PDCs as may be prescribed by the Bank from time to time and submission of such PDCs shall be deemed to be an unconditional and irrevocable authority given by the Borrower to the Bank to present the PDCs on their respective dates towards payment of EMIs or Outstanding Dues. The Bank shall have the authority to fill and finalise all such instruments. Alternatively, if the Borrower provides electronic payment instruction through ECS/NACH mandates towards repayment of the EMIs and if such Repayment Instruments is not processed due to any technical issue or otherwise, the Bank has a right to take action against the Borrower in case of default by the Borrower in payment of such EMIs.

b. Such PDCs shall be deemed to have been given for adequate consideration already received by the Borrower and shall not absolve the Borrower from its liability to pay the said sums hereunder until the PDC is duly realized.

c. It is expressly agreed and understood that the Borrower shall at no time issue any communication to the Bank for stopping or postponing the presentment of the Repayment Instrument and the Bank is not bound to take notice of any such communication and which, if issued, will be regarded as a breach of this Agreement.

d. The Borrower agrees that in the event of any dishonour of any of the Repayment Instrument resulting in default of EMI/ instalment/ amount/ interest, the Bank shall charge Penal Charge and Interest on Overdue EMI/ Instalment/ Amount/ Interest until such defaulted EMI instalment amount/ interest is repaid to the satisfaction of the Bank.

e. The Borrower undertakes that in the event of any variation in:

i. The date of payment of P-EMI/EMI or any other amount payable under this Agreement;

ii. The amount of interest, principal or P-EMI(s)/EMIs;

iii. The numbers thereof; or

iv. The value of the Property, or

if otherwise required by the Bank, the Borrower shall forthwith arrange for new Repayment Instrument to the Bank as may be stipulated by the Bank.

f. The Bank shall be entitled from the Borrower the Outstation Collection Charges and if at any time during the tenure of the Loan, Borrower wishes to replace any PDC with another then the Borrower will be required to pay PDC swap charges as may be determined by the Bank for every PDC so replaced. It is clarified that it shall be at the sole discretion of the Bank to either replace the PDC or to refuse the same. Any changes to such charges will be notified by the Bank through letter or email or by updating the Website or a combination thereof, which shall constitute sufficient notice to Borrower.

g. The Borrower hereby undertakes that the Borrower shall not close the account on which the Repayment Instrument is issued and also shall not change the authorized signatory/ies to the said account without the prior consent of the Bank.

h. Notwithstanding anything to the contrary contained in this Agreement and irrespective of the mode of repayment selected by the Borrower, upon any Default by the Borrower in repayment of any of the EMI/PEMII/any other amount due under this Agreement, the Bank shall be entitled, without prejudice to its other rights under the Loan Documents or law, to present and/or re-present the Repayment Instrument issued by the Borrower in favour of the Bank.

i. The Borrower shall not demand any return of the said PDCs or any other documents with respect to the Repayment Instrument provided to the Bank in relation to the Loan at any point of time; in case of foreclosure of Loan, such PDCs will be destroyed by the Bank.

j. Where there are more than one Borrower or where the payment obligations are secured by any guarantee, notwithstanding anything herein stated, the liability of the Borrower/Guarantor to repay the Loan and to observe the terms and conditions of this Agreement and/or other Loan Documents is joint and several and the Borrower/Guarantor shall not be discharged/released by intermediate payment or settlement of accounts by the Borrower/Guarantor unless the Loan together all the Outstanding Dues are fully repaid to the satisfaction of the Bank and the Bank gives a discharge/release in respect of the security in writing to the Borrower.

5.10. Prepayment of Loan

At the written request of the Borrower, the Bank may permit foreclosure of the Loan by accepting the pre-payment of the Outstanding Dues ("**Pre-Payment**"). The Pre-Payment of the Outstanding Dues may be either full-Prepayment or part Pre-Payment as described below:

(a) **Full Pre-Payment:** At the request of the Borrower, the Bank may accept the full Pre-Payment of the Outstanding Dues and foreclose the Loan if the Borrower has paid at least one EMI.

(b) **Part Pre-Payment:** At the request of the Borrower, the Bank may accept part Pre-Payment of the Loan up to a maximum number of six times in an English calendar year provided that the Borrower pays a minimum sum of one EMI under the Loan. The Parties further agree that the Borrower should have paid at least one EMI prior to making part Pre-Payment of the Loan. Based on the part Pre-Payment made by the Borrower, as stated herein, either the Loan Tenor shall be reduced to the extent of the part Pre-Payment made or EMI amount shall be reduced by maintaining the Loan Tenor with the mutual written consent of the Parties.

The Borrower acknowledges that any Pre-Payment shall be subject to the payment of the pre-payment charges as stated in **Schedule** and as amended from time to time. The Bank shall be entitled to recover from the Borrower pre-payment charges as mentioned in **Schedule** and as amended from time to time on the Loan Amount, repaid by the Borrower ahead of the timeline as mentioned in **Schedule**.

5.10 A. Appropriation

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

(a) costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the Loan, and all cost, charges, expenses, incidental charges and other monies payable by the Borrower to the Bank under this Agreement;
(b) Penal Charges and Interest on Overdue EMI/ Instalment/ Amount/ / Interest;
(c) Interest on Outstanding Dues at the Interest Rate;
(d) Principal amount of the Loan outstanding; and
(e) Any other sum/charges payable by the Borrower to the Bank

5.11. **INSURANCE**

A. The Borrower and/or the Guarantor shall ensure that the Property is, during the pendency of the Loan, always duly and properly insured against all risks such as earthquake, fire, flood, explosion, storm, tempest, cyclone, civil commotion, etc. and the same shall be assigned in favour of the Lender.

B. The Borrower may avail insurance cover against the risk of death and/or injury to the Borrower and the same shall be assigned in favour of the Lender.

5.12. Recall of the Loan by the Bank:

The Borrower agrees that the Bank shall be entitled to, at any time, in its discretion, recall the Loan by giving to the Borrower notice in writing. It is specified that the repayment schedule set out in the Schedule of this Agreement is without prejudice to the Bank's right to recall the Loan and to demand payment of the entire Outstanding Dues. Upon the expiry of the period of notice, if any given, the Outstanding Dues shall immediately stand repayable by the Borrower to the Bank.

6. Security/ Security Interest:
The Borrower undertakes that:

(a) the repayment of EMIs and other Outstanding Dues shall be secured by such Security Interest as per the details provided in Schedule, and the Borrower and the Guarantor shall execute and ensure the execution of the Security Documents to the satisfaction of the Bank in this regard;

(b) the Bank shall have first and exclusive charge over the Property. The Security Interest created under the Loan Documents and the liability of the Borrower and/or the Guarantor shall not be affected, impaired or discharged by insolvency, bankruptcy or liquidation or winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case may be) of the Borrower and/or the Guarantor;

(c) the Borrower and the Guarantor will, on the Bank's request, do, perform and execute such acts, deeds, matters and things as the Bank may consider necessary either to perfect the Security Interest provided for or to carry out the intent of this Agreement and execute, furnish additional documents (including but not limited to the Original Copies and/or Certified True Copies of the Title Deeds pertaining to the Property) and/or such other documents in the manner prescribed by the Bank from time to time for validation of charge in favour of the Bank;

(d) The Borrower and/ or the Guarantor shall not sell, charge, lease, surrender, assign, transfer, securitize, novate, let, further encumber or otherwise howsoever alienate, transfer, create interest in favour of any other person or deal with/in the Property/Security Interest or any part thereof during the continuation of the obligations under this Agreement.

(e) the Borrower and/or the Guarantor shall not, on the occurrence of Event of Default, prevent or obstruct the Bank from taking possession of Property/Security Interest. The Bank's officials or representatives will be entitled to sell, give on rent, or otherwise deal with the Property/ Security Interest by public or private auction or private treaty, without being liable for any loss;

(f) The Security Interest (created or cause to be created) shall remain a continuing security to the Bank, binding upon the Borrower and the Guarantor and shall not be discharged by intermediate payment by the Borrower or any settlement of accounts by the Borrower and shall be in addition to and not in derogation of any other security which the Bank may at any time hold in respect of the dues, and be available to the Bank until all accounts between the Bank and the Borrower are ultimately settled;

(g) The Borrower and/or the Guarantor shall, if required by the Bank, (i) comprehensively insure and keep insured the Property with an insurance company against loss by fire, earthquake, floods and any loss or damage to the Property due to any force majeure or Act of God or other damages; (ii) obtain insurance cover against the risk of death and injury to the Borrower, with the Bank as sole beneficiary and submit to the Bank original insurance policy document(s) and premium payment receipts thereof. Upon the Borrower and/or the Guarantor failing to do the needful as specified in this clause, Bank shall have a right, at Borrower's and/or the Guarantor's cost, to insure the Property or to take such measures as may be necessary for the maintenance and preservation of the Property.

(h) The Bank shall be entitled to call upon the Borrower and/or the Guarantor and the Borrower and/or the Guarantor shall be liable to furnish to the Bank additional security as decided by the Bank in the event of the dues under the Loan being more than the market value of the Property (as may be assessed by the Bank from time to time and the same shall be final and binding on the Borrower) or otherwise required by the Bank.

(i) in the event of repayment by the Borrower of the Outstanding Dues under this Agreement but there being any outstanding by the Borrower under any other financial facility availed of by the Borrower from the Bank or any other person from the Bank for which the Borrower has extended his guarantee, then in such event, the Bank shall not be obliged to release the Property over which Security Interest has been created and the Borrower hereby authorizes the Bank to extend such Security Interest to cover such outstanding financial facility as well.

7. BORROWER'S COVENANTS AND UNDERTAKINGS:

With a view to induce the Bank to grant the Loan, the Borrower, hereby covenants/ undertakes with the Bank that

1. Borrower shall not, in case the Borrower is a company or a partnership firm or a limited liability partnership, make any change in the constitution, management or existing ownership or control, share capital of the Borrower, or carry out any amalgamation, merger or compromise, hive off without prior written consent of the Lender.
2. Borrower shall at all times comply, and ensure the builder or developer of the Property also complies with the prevailing Law, including RERA Act and immediately inform the Lender of any notice and/or request from the developer or the builder of the Property in requesting any consent from the Borrower under any law/rule/regulation, including the RERA Act.
3. execute, furnish and issue such other documents in the manner as prescribed by the Lender from time to time to ensure the creation of a valid Security Interest in favour of the Lender and as mentioned in the Schedule.

4. Borrower shall not amalgamate or merge the Property with any other adjacent property or create any easementary right on the Property;
5. Borrower shall not stand surety for anybody, or guarantee the repayment of any loan;
6. Borrower shall not leave India for employment or business, or for long term stay abroad or change its tax residency status without fully repaying the Outstanding Dues;
7. Borrower shall not execute any document in favour of any person to deal with the Property in any manner
8. Borrower shall not provide any consent to the builder and/or the developer and/or to any other person in relation into the Property under the RERA Act
9. Borrower shall not affect any oral or other partition of the Property or enter into any family arrangement with respect to the Property;
10. Borrower shall not change the use of the Property;
11. Borrower shall not make any additions or alterations to the Property; and

a. Utilisation of Loan:
The Borrower shall utilise the entire Loan for the purchase and/or construction of the Property, or for the Purpose mentioned in the Schedule hereunder and not for any speculative purpose, which shall be Security for the Loan, as indicated in the Application Form and for no other purpose whatsoever. The Borrower confirms that loan is not only given by the Lender in respect of Property meant for residential use but also towards the commercial purposes and declared so while applying for Loan.

b. Purchase / Construction: The Borrower covenants that he shall complete the purchase / construction as indicated by him in his Application Form and in accordance with the sanctioned plan or otherwise and obtain and produce to the Lender a certificate of occupation and certificate of completion issued by the concerned municipal corporation or municipality or authority. The Borrower further covenants that it shall be his responsibility to ensure that the construction of the Property is in accordance with the National Building Code of India issued by the Bureau of Indian Standards and meets with the safety standards prescribed therein and the guidelines issued by the National Disaster Management Authority (NDMA), and is capable of withstanding all the natural hazards posing risk and vulnerability to the region where it is situated.

c. Notify causes of delay: The Borrower shall promptly notify any event or circumstances which might operate as a cause of delay in the commencement or completion of the construction/purchase of Property.

d. Maintenance of property: The Borrower shall maintain the Property in good order and condition and will make all necessary additions and improvements thereto during the pendency of the Loan and that the Borrower will ensure that the value of the Property does not diminish. The Borrower shall on the Lender's request do, perform and execute such acts, deeds, matters and things as the Lender may consider necessary either to perfect the Security provided for or to carry out the intent of this Agreement.

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

7.A. BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender on a continuing basis as follows:

a) the Borrower has capacity and authority to enter into this Agreement to avail the Loan to be utilised only for the Purpose;

b) the Borrower/Mortgagor has absolute clear and marketable title to the Property and that the Property is absolutely unencumbered and free from any liability or any third party interest whatsoever;

c) the Borrower will not violate any covenant, conditions or stipulations under the Loan Documents and/or any other agreements entered into by the Borrower with any party, by availing this Loan;

d) the Borrower understands that the Lender is entitled to change the Interest Rate applicable on the Loan at its sole discretion basis its internal risk grading and parameters and as per the risk adjusted margin, and the Borrower declares that the Borrower shall be bound by the changed Interest Rate and repay the Loan accordingly;

e) all information provided by the Borrower to the Lender in connection with the Loan or Loan Documents are true, complete and accurate in every respect and all copies of documents submitted by the Borrower for the purpose of the Loan are true, genuine, complete and accurate. The Borrower undertakes to indemnify the Bank for any loss that may arise to the Bank on account of providing incorrect or incomplete information.;

f) subsequent to submitting the Application Form there has been no change which would adversely affect the provision of the Loan;

g) There has been no material adverse change in the financial position of the Borrower nor has any event taken place which is prejudicial to the interest of the Bank which is likely to materially and/or adversely affect the ability of the Borrower to perform all or any of its obligations under this Agreement;

h) Borrower/Mortgagor has obtained all the necessary approvals, authorizations, consents of, or license of, or registration with or declaration to governmental or public bodies or authorities required by the Borrower/Mortgagor in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or Security Interest or the performance by the Borrower/Mortgagor of its obligations under the Loan Documents and shall obtain the foregoing from time to time as and when required or demanded by the Lender .

i) The Borrower shall not change the residential status of the Property and maintain the Property in good order and habitable condition and shall also duly pay all taxes and other duties payable in relation to the same. The Borrower shall submit with the Bank documentary evidence towards payment of the foregoing

j) The Borrower shall file notice of intimation/acknowledgement/ lien/charge in favour of the Lender or such other details in respect of the Security Interest created over the Property with the concerned Sub Registrar Office and/or any other authority as required by the applicable laws and the Lender.

k) The Borrower shall whenever required by the Lender submit statements of annual income certified and audited by a practicing-chartered accountant along with a copy of the tax returns filed with the income tax authorities duly certified by such chartered accountant and such other information/ documents concerning his employment, trade, business, profession or otherwise as the Lender may require from time to time

l) Wherever applicable, the Borrower shall inform the Lender of any likely change in his employment or about his/her superannuation/retirement

m) The Borrower shall (in case of more than one borrower) be jointly and severally liable to repay the Loan, Interest, Penal Charges, Interest on Overdue EMI/ Instalment/ Amount/ / Interest, if any, and all other sums due and payable under this Agreement and to observe its terms and conditions.

n) there are no legal proceedings, or investigations pending or to the knowledge of the Borrower, threatened, by or against the Borrower or in respect of the Property before any court of law or Government or any other competent authority nor has the Borrower been served with any notice for infringing the provisions of the municipal act or any other act relating to local bodies or gram panchayats or local authorities or with any other process under any of these acts;

o) there are no mortgage, charges, lis pendens or liens or other encumbrances or any rights of way, or other easements or right of support on the whole or any part of the Property;

p) The Borrower shall not create any third party rights over the Property or any part of it (including by way of license or tenancy or use as guest house or otherwise). The Property shall in all respects be subject to the charge of the Bank
q) the Property is not included in or affected by any of the schemes of central/state government or of the improvement trust or any other public body or local authority or by any alignment widening or construction of road under any scheme of the central/state government or of any corporation, municipal committee, gram panchayat, etc.;
r) The Borrower shall allow any person authorized by the Bank to have free access to the Property for the purpose of inspection/ supervision of the Property;
s) The Borrower is (when the Property is in existence) or shall be (when the Property shall come in existence upon the proposed utilization of the Loan) absolutely seized and possessed with and sufficiently entitled to the Property and shall not during the tenure of this Agreement create any encumbrance over the Property or any part of it. The Borrower shall not combine, merge, amalgamate or consolidate the Property with any other property with any right of way or easement in to or over the Property;
t) the Borrower has paid all public demands such as Taxes and revenues payable to the Government authorities and that at present there are no arrears of such taxes and revenues due and outstanding and that the Borrower shall continue to meet such payment obligations;
u) all the necessary approvals for availing the Loan and creating the Security Interest over the Property and/or any other property have been obtained or shall be obtained within such timelines as required by the Lender;
v) the Borrower is entitled and empowered to borrow, provide the Security Documents, execute the Loan Documents in connection with the Loan and upon execution, the same will create legal, valid and binding obligations on the Borrower;
w) the Borrower’s obligation under this Agreement will constitute private and commercial acts done and performed for private and commercial purposes and the Borrower will not be entitled to claim immunity for themselves or the Property or any part thereof from suit, execution, attachment or legal process in any proceedings in relation to this Agreement;
x) other than as disclosed to the Lender, the Borrower has not taken any other loan, advance or debt of any nature whatsoever from any other lender nor provided any guarantee or security in relation to any loan, advance or debt of any nature whatsoever granted by a lender to any other person(s);
y) the Borrower has explained the terms of the Loan, this Agreement and other relevant Loan Documents to the Guarantor/Mortgagor;
z) the Borrower acknowledges, understands and agrees that the Loan Account number of the Borrower (maintained with the Lender) may be varied and/or changed in the systems of the Lender pursuant to the roll-over/renewal of the Loan and there may be more than one loan account number(s) for the same. The Borrower further acknowledges, understands and agrees that at times the various loan account numbers of the Borrower in the system of the Lender may also be clubbed into one loan account number pursuant to roll over(s)/renewal(s) of the Loan from time to time. However, the Borrower hereby acknowledges, understands and agrees that such variation or change in the Loan Account number shall not affect the priority of the Security furnished to the Lender in relation to the Loan;
aa) the Borrower acknowledges, understands and agrees that the Lender shall not in any event or circumstance be liable or be construed as being liable in case there is any delay(s) in disbursement of Loan on account of any technical or system errors or other issues of similar nature.
bb) Wherever applicable, the Borrower shall notify the Bank regarding the change in his/her/their status as a resident/ non-resident Indian. In case of being non-resident Indian/person of India origin, Borrower shall abide by and fulfil the provisions of Foreign Exchange Management Act, 1999, as amended from time to time and all other applicable laws with respect to purchasing, retaining, using, selling immovable property in India and repatriating proceeds outside India and shall indemnify and keep indemnified the Bank in that behalf.
cc) All the amounts including the amount of own contribution paid/payable in connection with the Property as well as the Security is/shall be through legitimate source and does not/shall not constitute an offence of money laundering under the Prevention of Money Laundering Act, 2002.

dd) The Borrower hereby certifies that he/it/they have declared his/its/their status as per the rules applicable under section 285BA of the Income Tax Act, 1961 (the Act) as notified by Central Board of Direct Taxes (CBDT) in this regard.
ee) The Borrower certifies that the information provided by the Borrower to the Bank is to the best of the Borrower's knowledge and belief, true, correct and complete and that the Borrower has not withheld any material information that may affect the assessment/categorization of the account as a reportable account or otherwise.
ff) The Borrower undertakes the responsibility to declare and disclose within 30 days from the date of change, any changes that may take place in the information provided to the Bank.
gg) The Borrower also agrees that failure to disclose any material fact known to the Borrower, now or in future, may invalidate the Borrower's Application and the Bank would be within its right to put restrictions in the operations of the Loan Account or close it or report to any regulator and/or any authority designated by the Government of India (GOI) /Reserve Bank of India for the purpose or take any other action as may be deemed appropriate by the Bank if the deficiency is not remedied by the Borrower within the period stipulated by the Bank.
hh) It shall be the responsibility of the Borrower to educate himself/itself/themselves and to comply at all times with all relevant laws relating to Foreign Account Tax Compliance Act (FATCA)/(CRS) reporting.
ii) The Borrower also agrees to furnish and intimate to the Bank , any other particulars that are called upon the Borrower to provide on account of any change in law either in India or abroad in the subject matter herein.
jj) The Borrower shall forthwith notify the Bank of any event or circumstances which might be or become a cause of delay in the commencement, construction or completion of the construction/purchase/modification of the Property.
kk) The Borrower shall not, in case the Borrower being a Company, permit any change in the ownership or management or control of the Borrower whereby the effective beneficial ownership or control of the Borrower shall change in any manner whatsoever, without the prior written consent of the Bank;
ll) The Borrower shall not, in case the Borrower being a Company, decide or enter into any scheme of merger, amalgamation, compromise or reconstruction without the prior written consent of the Bank;
mm) The Borrower shall not, in case the Borrower being a Company, make any amendments in the Borrower's Memorandum and Articles without the prior written consent of the Bank;
nn) The Borrower shall not, in case the Borrower being a Company, declare any dividend if any instalment towards principal or interest remains unpaid on its due date;
oo) The Borrower shall not, in case the Borrower being a limited liability partnership, make any changes in the LLP Agreement, constitution of the firm, composition of its partners/designated partners and the registered office of the Borrower without the prior written consent of the Bank;
pp) In case the Borrower being a limited liability partnership, the Borrower confirms that the Bank has sanctioned the Loan to the Borrower by relying upon inter alia the provisions of section 33(2) of the Limited Liability Partnership Act, 2008 and in the event that any modification is carried out by the Borrower in the LLP Agreement without notice to the Bank, the Bank would enforce the obligations of the Borrower and the partners against each of the partners in their individual capacity.
qq) The Borrower shall not, in case the Borrower being a partnership firm, change the composition of its partners without the prior written consent of the Bank;
rr) Except to the extent disclosed to the Bank : (i) all the Borrower's contracts or agreements with, or any commitments to, any affiliates or group companies (if applicable) are on arms' length basis; (ii) (a) where the Borrower is an individual, he/ she is not a director or specified near relation of a director of a banking company; (b) where the Borrower is a partnership firm/HUF/limited liability partnership firm, none of the partners or members of the HUF is a director or specified near relation of a director of a banking company; and (c) 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; (iii)(a) where the Borrower is an individual, that he/ she is not a specified near relation to any senior officer of the Bank, (b) where the Borrower is a partnership firm/HUF/ limited liability partnership firm, none of the partners or members of the HUF, is a specified near relation of any senior officer of the Bank, and (c) where the Borrower is a joint stock company, none of its directors, is a specified near relation of any senior officer of the Bank

ss) The Borrower shall not induct a person in the capacity of a key managerial person/ director / promoter who is 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. 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 a wilful defaulter, the Borrower shall take expeditious steps for removal of such person. Neither the Borrower nor 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.

tt) The Borrower shall not, during the tenure of this Agreement, avail of or obtain any further loan or facility on the security of the Property without the prior written consent of the Bank.

uu) The Borrower acknowledges and accepts the rates of interest and its calculation method, other fees, charges and all other amounts payable as per the terms of this Agreement as reasonable and the Borrower has understood the meaning of each terms and financial implications, amounts payable and liabilities and obligations created under this Agreement.

vv) Borrower ensures that all monies from any builder, developer, promoter or seller of the Property ("**Builder Payments**") for any reason whatsoever (including payment of interest, full or partial refund of monies paid by the Borrower or any indemnification by the builder, developer, promoter or seller) which is due to the Borrower, shall be paid by such builder, developer, promoter or seller of the Property to the Bank directly towards repayment of the Outstanding Dues. In the event the Borrower receives any Builder Payments then the Borrower shall immediately, and in any event within 3 (three) days of the receipt of any such monies by the Borrower, pay the entire amount of the Builder Payments to the Bank as prepayment of the Outstanding Dues. It is hereby clarified that the minimum amount of prepayment and the requirement of having paid at least one EMI prior to prepayment do not apply to any prepayments made pursuant to this Clause. Together with the payments of the Builder Payments to the Bank, the Borrower shall provide the Bank with all relevant details regarding the Builder Payments including the date of receipt of monies by the Borrower, the amount received and the reason for such payment of monies.

7.B. Bank's Right

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

(a) have the sole and absolute discretion, on such terms and conditions as it may deem fit, to agree to the Borrower's request for increase or decrease in the sanctioned Loan Amount;

(b) have the sole right at any time during the Loan Tenor to revise/reschedule/restructure the repayment terms/ amount of EMI or of Outstanding Dues and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank of such revision or rescheduling;

(c) have the sole right to amend any of the terms and conditions of this Agreement (including but not limited to the revision of Interest Rate, Penal Charges, Spread, periodicity of compounding Interest Rate, prepayment charges (whether for part prepayment or full), method of effecting credit of the repayments by notice to the Borrower in writing, without assigning any reason and the Borrower agrees that such revision shall become applicable from date of such notification to the Borrower;

(d) have the right to enter the Property at reasonable times, inspect and supervise it (including the stage and accounts of construction) and also inspect books of accounts and other records maintained by the Borrower;

(e) have the right to conduct valuation of the Property, by itself or through vendors appointed by it, without any intimation to the Borrower;

(f) have a right, at Borrower's cost, to insure the Property or take any measure for the maintenance and preservation of the Property;

(g) have the right to create a Security interest over the Property in its own favour or in favour of any third party;

(h) have the right at any time, to call for or require verification of originals of any documents which the Bank has received copies of. Any such copy in possession of the Bank shall be deemed to have been given only by the Borrower;
(i) have the right, at the risk and cost of the Borrower, to engage one or more persons to collect the Borrower's Outstanding Dues and/or to enforce Security Interest, and may furnish to such person the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto as the Bank may think fit;
(j) have the right to obtain refinance against the Loan as it may consider appropriate;
(k) have the right to decide, in its sole discretion, the mode, time and place of creation of Security Interest or additional Security Interest, if so required by the Bank, by the Borrower for securing the Outstanding Dues and the Borrower shall be bound to create such Security Interest or, as the case may be, additional Security Interest as may be required by the Bank. The Borrower shall execute any bonds for the Loan and all such documents, Power of Attorney(s), Affidavits, undertakings and agreements as may be required by the Bank;
The Borrower hereby unconditionally agrees and acknowledges that notwithstanding anything to the contrary all the rights of the Bank in relation to the Loan shall continue to exist till the date all amounts due from the Borrower and/or any of its affiliates (including but not limited to the Outstanding Dues) to the Bank or any other entity in the Bank's group are repaid in full to the satisfaction of the Bank.

2. Records And Inspection

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

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

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

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

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

7C. THE GUARANTOR COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:

The Guarantor irrevocably and unconditionally, jointly and severally (where there are more than one Guarantor), Guarantees and covenants to the Lender:

(i) that the Borrower shall pay to the Lender, as and when due, the amount of the Loan together with interest, cost, charges, as applicable to the Loan and provided in the Sanction Letter, KFS and Loan Agreement executed with the Lender, together with interest, Penal Charges and Interest on Overdue EMI/Instalment/ Amount/Interest on the defaulted amounts in the event of delayed payment plus interest tax with monthly rests in respect of the Loan sanctioned to the Borrower by the Lender and all outstanding amounts payable under this Agreement.

(ii) to pay without any dispute and demure to the Lender, on demand, at any branch of the Lender the defaulted amount along with interest, cost and charges incurred in recovery of the Loan and enforcement of the Assets and/or agree to indemnify and keep the Lender indemnified, saved, defended and harmless against and in respect of any delay and default of the Borrower in payment of all outstanding amounts under the Loan on the respective Due Date(s) and/or of interest, Penal Charges and Interest on Overdue EMI/Instalment/ Amount/Interest on the defaulted amounts as more particularly mentioned in the Agreement and KFS and/or all costs, charges, damages, losses, claims and expenses that may at any time become due to the Lender from the Borrower and/or which the Lender may suffer, sustain, incur or be put to loss as a result of such delay and default(s) of the Borrower in respect of the Loan, irrespective of any dispute or differences with the Borrower. Guarantor shall not be absolved from its liabilities and the Guarantee extended under this Agreement shall not be avoided, released or affected due to any variation made in the terms of the Sanction Letter/ KFS of this Agreement or by renewal/extension of the Loan with mutual consent of the Lender and the Borrower.

(iii) That disbursement of the Loan Amount into the Loan Account of the Borrower would be an implied consent of the Guarantor to guarantee the Loan availed by the Borrower and to abide by all terms and conditions of Guarantee stipulate in this Agreement and the same shall be valid and binding upon the Guarantors and no dispute shall be raised by the Guarantor as regards the Guarantee extended under this Agreement executed in favour of the Lender.

(iv) The liability of the Guarantor under this Agreement is co-extensive with that of the Borrower, and they are to be considered as principal debtors/ obligors to the Lender for all dues, obligations, liabilities and responsibilities undertaken in favour of the Lender under this Agreement. A demand in writing from the Lender shall be a conclusive evidence and proof that the Borrower has committed a default, and the Guarantor shall not be entitled to challenge the demand or to contend that no default has been committed by the Borrower.

(v) The Guarantee extended under the Agreement shall be a continuing guarantee and shall not be considered as wholly or partially satisfied or exhausted by payment or liquidation of the Borrower and/or Guarantor.

(vi) The Guarantee under this Agreement shall not be affected and /or discharged due to any circumstances whatsoever, including insolvency or bankruptcy and those by which the name or the constitution or the character of the Borrower and/or Guarantor is/be changed or if the management or administration of the Borrower and/or Guarantor or its undertaking/s is/are/be taken over or nationalized by the Central and/or the State Government/s or any other Act or law or by any local authority or statutory body or bodies empowered to do so under any law. The Guarantee shall not be determined or be prejudiced in any way if the Borrower/ Guarantor absorbs or is amalgamated with any other company, or concern or if the Lender is amalgamated with or absorbed by any other company or concern but shall be available for and by the absorbing or amalgamated company or concern (as the case may be).

(vii) Any admission or acknowledgement in writing signed by the Borrower of its liability or indebtedness or otherwise in relation to the Loan and/or any part payment by it or its authorized agent towards the principal sum/outstanding amounts or any judgment, award or order obtained against the Borrower shall be binding upon the Guarantor, and Guarantor further agrees that if the Borrower makes an acknowledgement or makes a payment, the Borrower shall be deemed to act as Guarantor's duly authorized agent and the Borrower shall be deemed to have made and/or given such payment on Guarantor's behalf and which be binding upon the Guarantor for the purposes of Sections 18 and 19 of the Limitation Act of 1963.

(viii) The Guarantor covenants that, without the prior written consent of the Lender, he/she shall not create, permit, or agree to create or permit, any mortgage, pledge, charge, lien (statutory or contractual), non-disposal undertaking, voting arrangement, attachment, assignment, scheme of arrangement, transfer, encumbrance, or other restriction of any nature whatsoever upon all or any part of (as applicable):
(i) his/her/it's shareholding in the Borrower (if a company);
(ii) his/her/ it's beneficial interest in the Borrower (if an LLP); or
(iii) his/her/ it's share in the profits or surplus of the Borrower (if a partnership).
Any breach or attempted breach of this covenant shall constitute an Event of Default under the Financing/ Transaction Documents, entitling the Lender to exercise all rights and remedies available thereunder.

T**he Guarantor further covenants that the liability of the Guarantor under this Agreement shall neither be affected nor reduced, nor shall the Guarantee be discharged by reason of:**

a) any variation in the Loan Amount and/or in the terms and conditions of the Agreement and/or any other document, variation in the rate of interest, extension of the date for Repayment of the instalments, if any, or Lender parting with any of the Assets given by the Borrower and/or the Guarantor, and/or postponing for any time or from time to time to enforce or forbear to enforce any remedies or securities available to the Lender at its sole discretion, provided that in the event of any such variation or composition or agreement the liability of the Guarantor shall, notwithstanding anything herein contained or under the law for the time being in force, be deemed to have accrued and the Guarantor shall be deemed to have become liable hereunder on the date or dates on which the Borrower shall become liable to pay the amount/amounts due under the Loan as a result of such variation or composition or arrangement;
b) any contract made between the Lender and the Borrower by which the Borrower be released;
c) the Lender compounding with, discharging, releasing, varying the liability of or promising to give time or concession to or not to sue the Borrowers without the previous assent of the Guarantor;
d) any dispute between Lender and the Borrower;
e) the Borrower or his agents, directors or officers exceeding their powers or the arrangements with Lender being ultra vires;
f) death of the Guarantor (in case of individual);
g) Incapacitation of the Borrower and/or the Guarantors on account of any Force Majeure, or
h) Any proceeding initiated against the Guarantor with respect to his conjugal relationship or dissolution of his family; or
i) In the event of change in the Guarantor's social, physical and mental status; or
j) Any change of name of the Guarantors' subsequent to execution of the Agreement;
k) any other act or omission which would not have discharged or affected the liability of the Guarantor had it been a principal debtor instead of a guarantor or by anything done or omitted which but for this provision might operate to exonerate the Guarantor; and/or

l) any other act, or omission which, to the extent the Guarantor has not fully discharged its obligations under and in accordance with the Agreement, might otherwise constitute a legal or equitable discharge of the Guarantor's obligations under the Agreement.

The Guarantor, irrevocably and unconditionally, jointly and severally (where there are more than one Guarantor) represents and warrants to the Lender that:

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

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

(iii) neither the execution and delivery of this Agreement nor the performance by the Guarantors of their obligations under the Agreement conflicts or will conflict with or result in any breach of any of the terms, conditions or provisions of, or violate or constitute a default or require any consent under the Agreement, any agreement or other instrument or arrangement to which they are a party or by which they are bound or violate any of the terms or provisions of the constitutional documents or any authorization, judgment, decree or order or any statute, rule or regulation applicable to the Guarantors;

(iv) (In case of it being a society) It is a society duly incorporated or constituted and existing under the laws of India with power to enter into this Agreement and each of the documents to which it is or will be a party; and

(v) The Guarantor(s) confirms that it has not been declared as willful defaulter by RBI or any lender.

(vi) The Guarantors, notwithstanding anything contained under law for the time being in force and any other document, shall be jointly and severally liable to the Lender along with the Borrower and hereby waives all the rights available to it under section 131, 133, 134, 135, 139, 140 and 141 of the Indian Contract Act, 1872 and shall not be entitled to the benefit of subrogation of the Assets held by the Lender as a security for the Loan until all entire outstanding amounts due to the Lender under the Loan are fully repaid to the satisfaction of the Lender.

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

(viii) neither the Guarantors nor their property enjoys any right of immunity from set off, suit or execution with respect to the assets or their obligations under this Agreement;

(ix) all information relating to the Guarantors provided to the Lender are and continues to be true and accurate and does not contain any information which is misleading in any material respect nor does it omit any information the omission of which makes the information contained in it misleading in any material respect;

(x) The Guarantors' consolidated and unconsolidated financial statements/networth certificate for the current period:

a) have been prepared in accordance with the Indian Accounting Standards, and give a true and fair view of their financial condition, as of the date as of which they were prepared and the results of the operations of their business, during the period then ended;

b) disclose all of their liabilities (contingent or otherwise), and the reserves, if any, for such liabilities and all unrealized or anticipated liabilities and losses arising from commitments entered into by them (whether or not such commitments have been disclosed in such financial statements);

(xi) all of the tax returns and reports, required by law to be filed have been duly filed and all taxes, obligations, fees and other governmental charges upon Guarantors, or their properties, income or assets, which are due and payable, have been paid;

(xii) The Guarantors are not engaged in nor threatened by, any litigation, arbitration or administrative proceedings, the outcome of which, if adversely determined, could reasonably be expected to have a material adverse effect on the Loan sanctioned/ to be sanctioned by the Lender to the Borrower;

(xiii) to the best of Guarantors' knowledge and belief, after due inquiry, there are no material social or environmental risks or issues in respect of the operations carried out by the Guarantors and they are not in violation of any statute or regulation of any authority in connection with the conduct of their business and no judgment or order has been issued which has or may reasonably be expected to have a material adverse effect on the Loan sanctioned/ to be sanctioned by the Lender to the Borrower;

(xiv) The Guarantors have not received nor they are aware of (i) any existing or threatened complaint, order, directive, claim, citation or notice from any authority or (ii) any material written communication from any person, in either case, concerning Borrower's operations' failure to comply with any matter which has, or could reasonably be expected to have, a material adverse effect or any material impact on the of Borrower's operations;

(xv) The Guarantors have not been listed on the RBI's exporter's caution list or included in any list of defaulters (including willful defaulters) maintained or circulated by the RBI, the TransUnion CIBIL Limited or any other credit information company approved by the RBI or with any Information Utility (as defined under Insolvency and Bankruptcy Code, 2016, as amended from time to time). Further, The Guarantors are not under investigation by any investigation, enforcement or regulatory agency or body;

(xvi) No default is subsisting under any loan (including default in repayment of loan instalments or payment of interest thereon as per the terms of such loan) availed by the Guarantors from any other lender or financial institution;

(xvii) The Guarantor shall not charge any commission from the Borrower for the Guarantee issued to secure the Loan;

(xviii) In the event of death of the Borrower, the Guarantor shall be under an obligation to ensure compliance of the terms and conditions and covenants as stipulated under this Agreement as the Lender may deem necessary which includes unconditional repayment of the entire the outstanding dues under the loan to the Lender.

(xix) The Guarantor hereby, jointly and severally, agrees and acknowledges that the Lender shall be at liberty, at its sole discretion, to deny any renewal/enhancement of or provide fresh credit facilities to the Borrower so long as:
   a) the name of Guarantor or its director or partner appears in the list of wilful defaulters and continues on its board or with the firm; and/or
   b) the name of the Borrower, or its director or partner appears in the list of wilful defaulters and continues on its board or with the firm.

(xx) Until all the Guarantors' obligations under the Agreement with respect to the Loan have been discharged in full and unless the Lender otherwise directs, the Guarantors will not by reason of performance of any of their obligations under this Agreement:

a) exercise any rights of subrogation, contribution, indemnity, set-off or counterclaim or any similar rights against the Borrower or any other person, or

b) prove in competition to the Lender in the bankruptcy or winding-up of the Borrower; or

c) claim, rank, prove or vote as a creditor of the Borrower or its/ their estate in competition with the Lender.

7D. EVIDENCE OF DEBT

The Borrower and the Guarantor, Jointly and severally agree and accept that:

1. the Bank accounts for any amounts due under this Agreement, insurance, costs, charges, and expenses as sufficient proof of the amounts being spent by the Bank.

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

3. the Bank accounts of sales, realization, and recovery of the Hypothecated Asset as sufficient proof of amounts realized and related expenses.

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

5. if the Borrower makes an acknowledgement or makes a payment, the Borrower shall be deemed to act as Guarantor's duly authorized agent and the Borrower shall be deemed to have made and/or given such acknowledgement/ payment on Guarantor's behalf and which be binding upon the Guarantor for the purposes of Sections 18 and 19 of the Limitation Act of 1963.

8. EVENTS OF DEFAULT AND CONSEQUENCES THEREOF

8.1. The Borrower and/or the Guarantor shall be deemed to have committed an act of Default if the Borrower does not comply with its obligations as mentioned in this Agreement and also on the happening of any one or more of the following events (each an Event of Default" and collectively "Events of Default" and consequently the Bank may by a written notice to the Borrower and/or the Guarantor, declare all sums outstanding under the Loan (including the principal, interest, Penal Charges, Interest On Overdue EMI/ Instalment/ Amount/ / Interest, any other charges, expenses) to become due and payable forthwith and enforce the Security Interest :

a. The Borrower fails to pay to the Bank any EMI / or the Outstanding Dues under this Agreement on or before the Due Date or the Borrower and/or the Guarantor commits breach of any of the terms covenants of conditions contained in this Agreement and/or Loan Documents /,

b. If the Borrower fails to provide or submit Repayment Instrument or requisite number thereof to the Bank, or if any of the Repayment Instrument is dishonoured.

c. Delay in commencement, construction or completion of the construction/purchase/modification of the Property.

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

e. The Borrower and/or any Guarantor and/or Security Provider Defaults in performing any of his obligations under this Agreement or breaches any of the terms or conditions of this Agreement or any other Security Documents, undertakings etc. executed in favour of the Bank;

f. The death, insolvency, failure in business, commission of an act of bankruptcy, order for winding up, dissolution (in case of partnership firms), general assignment for the benefit of creditors, if the Borrower suspends payment to any of the creditors and/ or the Borrower threatening to do so and/or the filing of any petition in bankruptcy/winding up/dissolution by, or against the Borrower and/or the Guarantor;

g. Any Representations, Warranties etc. herein being found to be or becoming incorrect or untrue;

h. If the Borrower and/or the Guarantor fails to create the Security Interest as provided herein or if the Property is destroyed, sold, disposed of, charged, encumbered, alienated, attached or restrained in any manner, or if the value of the Property or any Security Interest created or tendered by the Borrower and/or the Guarantor, in the sole discretion and decision of the Bank, depreciates entitling the Bank to call for further security and the Borrower and/or the Guarantor fails to give additional security;

i. If any consent, authorisation, approval or license of, or registration with or declaration to governmental or public bodies or authorities required by the Borrower in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower and/or the Guarantor of its obligations hereunder is modified in a manner unacceptable to the Bank or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect;

j. any Default by the Borrower under any credit facility agreement or arrangement entered into by the Borrower with the Bank or any other bank and/or financial institution, shall constitute an Event of Default under this Agreement and vice-versa. Accordingly, the security provided by the Borrower and/or the Guarantor to the Bank under any other credit facility agreement shall be available to the Bank under this Agreement upon the occurrence of an event of default under this Agreement and vice versa.

k. An Event of Default howsoever described occurs under any other agreement or document relating to any indebtedness of the Borrower with the Bank or other lenders, if any.

l. Any other event likely to have Materially Adverse Effect on the ability of the Borrower to make payments under this Agreement.

m. Where an individual being the Borrower, opts to resign or retires from employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever
n. Failure of the Borrower and/or the builder and/or the developer to comply with the provisions of law, including the RERA Act;
o. The Borrower or Guarantor suspends payment to any creditors or threatens to do so, admits its inability to pay its debts or any bankruptcy or insolvency petition is filed by or against the Borrower or Guarantor or Mortgagor or any application is initiated under the Insolvency and Bankruptcy Code 2016;
p. The Borrower being an individual gets divorced;
q. The Borrower directly or indirectly assigns his rights or obligations under this Agreement in part or in whole to any person;
r. The Lender, for any regulatory or other reasons, is unable or unwilling to continue the Loan;
s. Any document to be submitted to the Lender post the disbursement of the Loan, has not been submitted to the Lender within 60 (sixty) days of disbursement of the Loan or within such extended time as may be agreed by the Lender in its sole discretion;
t. if the Loan is utilized for the purpose other than the Purpose specified in the Application Form
u. The Borrower and/or the Guarantor hereby agrees that the occurrence of any Event of Default as mentioned above shall also be treated as an event of default under any other loan being availed by the Borrower and/or the Guarantor from the Lender, and the Lender is hereby authorised by the Borrower and/or the Guarantor to retain and to continue to hold and/or set off, realise and/or sell any assets of the Borrower and/or the Guarantor held by the Lender as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any Interest on the Loan, Penal Charges,

Interest on Overdue EMI/ Instalment/ Amount/ Interest and other charges due and payable by the Borrower to the Lender.

8.2. Consequences of Event of Default:

In the Event of Default as mentioned in Clause 8.1 above the Bank shall have the right to:

i. cancel/recall the entire Loan and declare all monies outstanding under this Agreement to be due and immediately payable;

ii. classify the Loan Account of the Borrower as Non-Performing Asset (NPA) in terms of the guidelines of Reserve Bank of India issued from time to time, more specifically explained in Annexure A;

iii. Take possession of the Security Interest so created whether by itself or through any of the recovery agents or attorneys as may be appointed by the Bank and alienate, sell, transfer the same.

iv. Take any other action as it may deem fit for recovery of its dues and enforcement of the Security Interest.

v. The Bank shall be entitled to take possession of the Property, irrespective of whether the Loan has been recalled whenever in the opinion of the Bank, there is an apprehension of any money not being paid or the Security Interest being jeopardised. c. In addition to the rights and remedies the Bank may have under this Agreement, the Bank shall be irrevocably entitled and authorised to require the employer of the Borrower to make deductions from the salary/wages payable by the employer to the Borrower and remit the same to the Bank until the entire Outstanding Dues of the Borrower under this Agreement are completely discharged. The Borrower undertakes and agrees not to raise any objection to such deductions and remittance thereof, to the Bank by employer, for satisfaction of the Outstanding Dues under this Agreement.

vi. accelerate the repayment of the Outstanding Dues including Loan;

vii. place the Loan on demand or declare all Outstanding Dues payable by the Borrower in respect of the Loan to be due and payable immediately;

viii. apply applicable Penal Charges and/or Interest on Overdue EMI/ Instalment/ Amount/ / Interest and any other applicable charges.

ix. at its sole discretion, publish the name, address, photograph, Security details and such other information of the Borrower and/or the Guarantor (including wilful defaulters) as the Lender deems fit, in electronic, print and social media, and that such publication shall also include the fact of such Default; and the Borrower and the Guarantor agrees that the Lender is not responsible or liable for any harm and/or damage caused to the Borrower and/or the Guarantor, whether monetary or otherwise, because of the publication of such information.

x. Upon the occurrence and continuation of Default, the Lender and/or any of the Lender's Group companies are authorised at any time, without presentment, demand, protest or other notice of any kind to the Borrower and/or the Guarantor or to any other Person, any such notice being expressly waived, to set off and to appropriate and apply any and all monies lying or deposited or held by the Lender and/or any the Lender's Group companies. The Borrower agrees, declares and confirms that, notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other applicable Indian law, or any terms and conditions to the contrary contained in this Agreement, the Lender and/or any of the Lender's Group companies may, at their absolute discretion, appropriate any payments made by the Borrower under this Agreement or any amounts realised by the Lender by enforcement of Security Interest or otherwise, towards the dues payable by the Borrower to the Lender under this Agreement and/or other agreements entered into between the Borrower and the Lender and in any manner whatsoever

8.3. Lien/Set Off

Without prejudice to what is stated herein, the Borrower and/or the Guarantor hereby expressly agrees and confirms that in the event of the Borrower failing to pay the Outstanding Dues under the Loan or any other loan/ facility, whether as borrower or guarantor or otherwise, in addition to any general or similar lien to which the Bank or any of its subsidiary/affiliates may be entitled by law, the Bank shall, without prejudice to any of its specific rights under any other agreements with the Borrower and/or the Guarantor, at its sole discretion, be at liberty to apply any other money or amounts standing to the credit of the Borrower and/or the Guarantor in any account (including fixed deposit account) of the Borrower and/or the Guarantor (whether singly or jointly with another or others) with the Bank or any of its subsidiary/affiliates in or towards payment of the Outstanding Dues from the Borrower and/or the Guarantor under this Agreement. The rights of the Bank under this Agreement are in addition to other rights and remedies (including without limitation the right of set off) which the Bank may have under applicable law or otherwise. The Borrower and the Guarantor have executed a letter of general lien and set off, annexed herewith, in this regard.

8.4 **Cross Collateralization**

The Borrower further acknowledges that the Security Interest created by the Borrower and/or the Guarantor under the Loan Documents shall be deemed to be the security under other agreements entered or to be entered into with the Bank, and such security shall not be discharged till such time the entire Outstanding Dues under the Loan and/or other loan(s)/ facility(ies) are fully discharged by the Borrower and/or the Guarantor to the satisfaction of the Bank. The Borrower and the Guarantor expressly agrees and accepts that in the Event of Default being committed by the Borrower and/or the Guarantor under any other agreement with the Bank, under which the Borrower and/or the Guarantor is enjoying financial/ credit facility, such event, 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 including the right to set off in respect of any amount standing to the credit of the Borrower and/or the Guarantor towards the Outstanding Dues under the Loan and/or in other loan/ facility(ies) availed/to be availed by the Borrower and/or the Guarantor from the Bank. The Borrower and the Guarantor have executed a letter of general lien and set off, annexed herewith, in this regard.

9. APPOINTMENT OF THE BANK AS THE BORROWER'S ATTORNEY

The Borrower and/or the Guarantor shall appoint the Bank as its true and lawful attorney to do and execute for and in the name and on behalf of the Borrower and/or the Guarantor, and where the Borrower and/or the Guarantor is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein. The powers so vested in the Bank shall be irrevocable and subsist in favour of the Bank till all Outstanding Dues of the Borrower to the Bank are fully satisfied.

10. SECURITIZATION/ ASSIGNMENT AND TRANSFER

The Lender shall at any time, without any consent of or notice to the Borrower and/or the Guarantor be entitled to securitise, sell, assign, novate, discount or transfer all or any part of the Lender's right and obligations under this Agreement or other Loan Documents, to any person and in such manner and on such terms as the Lender may decide.

Any such sale, assignment, novation, securitization or transfer shall conclusively bind the Borrower and/or the Guarantor. The Borrower and/or the Guarantor shall not be entitled to directly or indirectly assign, sell, securitise, novate or in any manner transfer, whether in whole or part, any rights, the benefit or obligations under the Loan Documents.

11. DISCLOSURE/SHARING OF INFORMATION

11.1. The Borrower and/or the Guarantor irrevocably agrees and consents to the Bank at any time and in any manner disclosing and/or making available to any agencies, bureaus, affiliates or subsidiaries of the Bank, associations and other persons whosoever any information (including personal and financial information) and documents of or relating to the Borrower and/or the Guarantor, including any credit information, in such cases where the Bank considers appropriate including where such disclosure is permitted or required by or under law or where the Bank is of the view that the interests of the Bank require such disclosure or for furnishing such information and documents for preparation, publication and distribution of credit reports and credit opinions relating to the Borrower/ Guarantor/ Mortgagor or other persons including banks and financial institutions. The provisions of this clause shall survive termination of this Agreement. The Bank shall also have a right to obtain similar information/reports relating to the Borrower/ Guarantor/ Mortgagor from credit agencies, credit bureaus, other banks and financial institutions as the Bank may deem fit.

11.2. The Borrower and/or the Guarantor agrees that if the Borrower and/or the Guarantor commits any breach of any provision of this Agreement or any Default or delay in the repayment of the Loan or any amount payable under this Agreement whatsoever which the Borrowers is liable to pay, the Bank shall have the unqualified right to disclose or publish the names and particulars of the Borrower/Mortgagor and Guarantor and/or their directors as defaulters (including as willful defaulters), if any, in such manner and through such medium as the Bank and/or the RBI in their absolute discretion may deem fit (including photographs and particulars of accounts), as a defaulter in terms of guidelines of Reserve Bank of India.

11.3. The Borrower and/or the Guarantor understands 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 b. The Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India in this behalf.

11.4. The aforesaid right shall be available to the Lender in addition to and not in derogation of any other rights available under the Agreement.

11.5. The Borrower and/or the Guarantor agrees and understands that the Lender may also disclose any information/documents relating to the Borrower or Mortgagor or Guarantor to any third party including Lender's Group companies for promotional purposes or any other purpose as Lender may deem fit.

11.6. 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.

11.7. The Borrower hereby gives specific consent to the Bank 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 thereunder from time to time, in respect of the Credit/ Financial facilities availed from the Bank, 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 RBI to the banks from time to time and hereby specifically agree to promptly authenticate the ‘financial information submitted by the Bank, as and when requested by the concerned ‘IU’ .

12. MISCELLANEOUS

This Agreement may be executed in counterparts and each counterpart shall be deemed to be original. This Agreement shall inure for the benefit of the Lender’s successors and assigns, and shall be binding on the Borrower/Mortgagor/ Guarantor, his/her estate, effects, successors, legal heirs, legal representatives and permitted assignees, including (i) partners of the Borrower and/or the Guarantor where the Borrower and/or the Guarantor is a partnership firm, and each of the partners respective heirs, executors, administrators, representatives, successors and permitted assigns; (ii) proprietor(ess) of the Borrower and/or the Guarantor where the Borrower and/or the Guarantor is a sole proprietorship firm their/her heirs, executors, administrators, representatives, successors and permitted assigns; (iii). successors and permitted assigns of the Borrower and/or the Guarantor where the Borrower and/or the Guarantor is a Company or LLP; (iv). 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 where the Borrower and/or the Guarantor is an HUF; (v) in the event that the Borrower and/or the Guarantor is a Society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; (vi) in the event that the Borrower and/or the Guarantor is a Trust, the Trustee or Trustees for the time being thereof and their respective legal heirs, executors, administrators and successors),

It is hereby agreed between the Parties that the terms set in Schedule may be amended, revised, substituted by way of written communication by the Lender to the Borrower and the Guarantor from time to time. Such correspondences between the Lender and acceptance thereof by the Borrower and/or the Guarantor shall be deemed to be an integral part of this Agreement and shall be read in conjunction thereof.

All or any other conditions as specified in the Sanction Letter shall form an integral part of this Agreement and the Sanction Letter shall always be used in conjunction with this Agreement at all times.

12. 1. **Appointment of third parties/ recovery agents by the Bank**

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

https://www.au.bank.in/content/dam/aubank/in/en/notice-board/notice-board-9/policy-on-collection-of-dues-and-repossession-of-security.pdf

Without prejudice to the rights the Bank or any of the third parties/ authorised agents including but not limited to appointed recovery agents may have under this Agreement and under law, upon occurrence of an Event of Default, the Bank and third parties/ authorised agents including but not limited to appointed recovery agents are authorised to use the contact details provided by the Borrower and Guarantor to get in touch with the Borrower/Guarantor including their authorised signatory(ies)/ representative(s) and also to contact the family members of the Borrower/Guarantors and disclose the relevant details pertaining to the Loan and the Borrower/Guarantor, and the Borrower in this regard consents to such disclosure by the Bank or such third parties/ authorised agents including but not limited to appointed recovery agents. The terms and conditions of this Agreement is adhered with the terms and conditions of the Recovery Policy as per the RBI circular wherein parties will be abide by provisions regarding

(i) notice period before taking possession
(ii) circumstances under which the notice period can be waived
(iii) the procedure for taking possession of the security
(iv) a provision regarding final chance to be given to the Borrower and/or the Guarantor for repayment of Facility before the sale / auction of the property
(v) the procedure for giving repossession to the Borrower and/or the Guarantor and
(vi) the procedure for sale / auction of the property.

12.2. **Notice and Digital Communication**

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

(a) be in writing, delivered by hand, or by registered post, acknowledgement due or by email or SMS with URL Link of Notice, WhatsApp or such other electronic transmission;

(b) be deemed to have been received when:

(i) delivered personally, at the time so delivered and if given by registered post/courier, forty-eight (48) hours after it has been put into post/courier.
(ii) sent by email, SMS with URL Link of Notice, or WhatsApp or any such electronic transmission, at the time such communication is successfully issued to the recipient's last notified electronic contact details, as evidenced by system-generated delivery confirmation, or, in the absence of such confirmation, upon expiry of 24 hours from the time of transmission, provided no delivery failure notification is received by the sender.

(c) The Borrower and the Guarantor specifically covenant to inform any change in their respective address/ communication details within 07 (Seven) days of such change to the Bank. If no such change in the address / communication details (i.e. registered phone number, email address, whatsapp number) is received by the Bank then any notice, correspondence, request, demand or other communication shall be deemed to be delivered to the Borrower and/or the Guarantor, if sent to the existing address / communication details in the records of the Bank. The Borrower and the Guarantor agree to abide by any notice, correspondence, request, demand or other communication delivered at their existing address / communication details in the Bank's records.

(d) The Borrower and the Guarantor are 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 and Guarantor are 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 Facility and the operation thereof.

(e) 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 and Guarantor have ensured and shall ensure that the Communications provided through the Electronic Media to the Bank are provided by the Borrower and/or the Guarantor and hereby agrees and confirms that the Bank shall not be responsible for conducting any verification whatsoever in this regard. (c) The Borrower and the Guarantor confirm 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 and the Guarantor. (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. The Borrower and the Guarantor are aware and confirm 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.

12.3. **Severability**

If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

12.4. **Indemnification**

The Borrower and/or the Guarantor shall indemnify the Lender (or its directors, employees, representatives, agents and their affiliates), on demand, notwithstanding the completion of the transactions contemplated herein, against any cost, loss, tax, damages, penalties, claims, actions, judgments, suits, outstanding due to or liability (including legal fees and out of pocket expenses) incurred by the Lender (or its directors, employees, representatives and agents and their affiliates as a result of: (a) the Lender entering into the Loan Documents and granting the Loan to the Borrower; (b) the occurrence of the Default; (c) investigating any event which the Lender reasonably believes is a Default; (d) acting or relying on any notice, request or instruction from the Borrower and/or the Guarantor which the Lender reasonably believes to be genuine, correct and appropriately authorized; (e) any legal proceeding (whether or not the Lender is a party thereto) related to the entering into and/or performance of any transaction document or the use of the proceeds of the Loan; (f) taking, holding, protecting or enforcing any security created in favour of the Lender; (g) misrepresentation, breach of promise; (h) exercising any of the rights, powers, discretions or remedies vested under the Agreement or by law; or (i) any action or proceedings made or brought against the Lender, their respective correspondents or confirming banks or agents; except for any loss, damage liabilities or expenses caused by the gross negligence or wilful misconduct of the Lender (or its directors, employees, representatives and agents and their affiliates).

12.5. **Entire Agreement and Supremacy & Amendment**

The Parties confirm that this Agreement and its Schedule, Key Fact Statement & the relevant Annexure(s) and any other documentation pursuant to it, represent one single agreement between the Parties. This Agreement supersedes all discussions and Agreements (whether oral or written, including all correspondence) prior to the date of this Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only by a writing duly executed by or on behalf of each of the Parties.

12.6. **Waiver**

Any failure and/or delay on the part of the Bank in exercising any right or power under this Agreement or documents in connection with this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or future exercise thereof or the exercise of any other power or right. The rights and remedies of the Bank provided for in this Agreement are cumulative and not exclusive of any rights or remedies available under the law.

12.6 A **Termination**

Notwithstanding anything to the contrary herein, the Lender may at any time at its absolute discretion cancel the Loan and terminate this Agreement without giving any reason thereof and without prior notice to the Borrower and/or the Guarantor to the extent not contrary to applicable Indian law. All monies owing under the Loan together with all charges (if any) thereon shall become immediately due and payable.

12.6 B **Consequences of Termination**

Termination or expiration of this Agreement for any reason shall not relieve the Borrower and/or the Guarantor from any liabilities or obligations set forth in this Agreement which (a) the Borrower and/or the Guarantor have expressly agreed shall survive such termination or expiration; or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

12.7. Governing Law, Dispute Resolution & Jurisdiction

The Parties agree that this Agreement shall be governed by the laws of India. The Parties expressly agree that all matters, questions, disputes, default, differences and/or claims, arising out of and/or concerning and/or in connection and/or in consequence of breaches, termination or invalidity of or relating to this Agreement, whether or not obligations of either or both Parties under this Agreement be subsisting at the time of such dispute or differences, and whether or not this Agreement has been terminated or purported to be terminated or completed, shall be subject to the exclusive jurisdiction of the court/tribunal of Jaipur, Rajasthan, and/ or other relevant forums and this exclusivity shall bind the Borrower and/or the Guarantor.

However, in addition to the remedies available to the Bank under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act), the Bank shall be entitled to pursue the same in any other court of competent jurisdiction at any other place; and provided further that if any such dispute or differences or default is below the pecuniary jurisdiction limit of the Debts Recovery Tribunals established under the Recovery of Debts and Bankruptcy Act, 1993, then such dispute or difference or default shall be referred for arbitration. The Parties hereto unconditionally agree and accept that, any matters, questions, differences and/or dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof shall be resolved through Arbitration Proceedings under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Both the Parties also irrevocably agree that seat of all/any arbitration proceedings shall be at Jaipur and the parties have accepted the online mode for conduct of arbitration proceedings. The Parties further agree that the arbitration proceedings shall be conducted online under the aegis of any of the arbitral/ selected ODR (Online Dispute Resolution) institutions mentioned in the Schedule A to the present Agreement. In case the Borrower/ Obligor opts for/ chooses physical arbitration proceedings in place of ODR then they shall opt for the same by sending a relevant written communication in this regard to the selected ODR institute within 7 days of initiation of online arbitration proceeding, at the decided venue/ seat of arbitration i.e., Jaipur.

The list of arbitral/ ODR Institutes has been chosen by the Parties after evaluating the concept, process, bye laws and methodology adopted by them and the parties unequivocally agrees to follows the same. The award given by the competent arbitrator(s) by the selected Arbitral/ ODR institution under the aegis of such ODR institution(s) shall be final and binding on all Parties to the Agreement.

In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India and/or other relevant forums will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

12.8 **Grievance Redressal Mechanism:**

For redressal of any grievance arising out of this Agreement, the Borrower and/or the Guarantor may adopt the redressal mechanism laid down in the grievance redressal policy of the Bank which is uploaded on the Bank's website www.au.bank.in 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.

12.9. **Execution**:

a) This Agreement shall become effective and binding on the Borrowers and the Guarantors from the date of execution as mentioned in Schedule I and shall remain in full force and binding on the Borrowers and the Guarantors until the entire Outstanding Amount is repaid to the satisfaction of the Lender. In case the date is kept blank under Schedule I 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. With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person. This Agreement shall be in force till all the monies due and payable to the Lender under this Agreement as well as all other agreement/ s, document/s that may be subsisting/executed between the Borrower, the Guarantor and the Lender are fully paid.

b) The Borrower and the Guarantor hereby irrevocably agree and consent 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).

c) The Borrower and the Guarantor hereby irrevocably agree, consent and authorize 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 and the Guarantor hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Borrower / Guarantor /authorized signatories, it shall be treated as implied and voluntarily consent of the Borrower /Guarantor/ 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.

d) The Borrower and the Guarantor hereby irrevocably agree, consent and accept 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 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.

e) The Borrower and the Guarantor irrevocably agree and consent that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Facilities on any e-platform/digitized platform as may be desired by the Bank. The Borrower and the Guarantor understand and agree that the Borrower and the Guarantor 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 and the Guarantor agree that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Borrower's/ Guarantor's equipment, other software, facilities, third party applications employed by the Borrower and the Guarantor, 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.

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
		(d) Name: SYNERGY ARBITRATION HUB PRIVATE LIMITED Address: C-17, L.G.F, Friends Colony (East), New Delhi-110065 Contact Details: 9999964750 Email ID- admin@synergyarbitration.com
		(e) Name: Nyay 24/7 (Truth Beat Ventures Private Limited) Address: D-126, 2nd Floor, Jan Path, Shyam Nagar, Above Yes Bank, Jaipur, Rajasthan, 302019 Contact Number: 7738357454 Email id: atul.mathur@nyay247.com
3	Seat of arbitration	Jaipur shall be the seat / venue for Arbitration in the case of proceedings being held physically. In case of hybrid and online disputes resolution proceedings, Jaipur shall be deemed to be the Seat of Arbitration
4	Preferred language of Arbitral Proceedings	English

5	Co-ordinates of Borrower(s) / Guarantor(s) for conduct of Arbitration / Mediation proceedings online.	
	Borrower:	Registered Mobile No.
		Registered WhatsApp No.
		Registered E-mail ID
	Co-Borrower(1) :	Registered Mobile No.
		Registered WhatsApp No.
		Registered E-mail ID
	Co-Borrower(2):	Registered Mobile No.
		Registered WhatsApp No.
		Registered E-mail ID
	Guarantor(1):	Registered Mobile No.
		Registered WhatsApp No.
		Registered E-mail ID
	Guarantor(2):	Registered Mobile No.
		Registered WhatsApp No.
		Registered E-mail ID
Note:- Borrower(s) and other obligors, if any, undertake to inform bank in writing about any change in the registered mobile number, registered whatsapp number and registered e-mail ID. In case of Borrower(s)'s/ obligors 'failure in communicating any change in the registered mobile number, whatsapp number and e-mail ID to the bank in writing such contact numbers and e-mail ID as on record with the Lender shall continue being the co-ordinates of the respective Party and any communication sent to such co-ordinates shall be treated as a valid service, notwithstanding the contrary/ failed delivery status or report thereof. Proceedings held using such co-ordinates shall be valid and conclusion thereof by way of an order / award shall be binding on the Parties thereto.		

Drawdown Schedule

Drawdown Start Date	
Next Tranche Date	
Next Tranche Date	
Next Tranche Date	
Drawdown End Date	
Availability Period	

SCHEDULE-1

	Date and Place of the execution of the Agreement	**Place:**	
		Date	
	Details of Sanction Letter	**Ref No:** **Date:**	
	Details of the Borrower	**Name:**	
		Constitution:	
		Email Address, PAN and Mobile No.:	
		Address:	
	Details of the Co-Borrower	**Name:**	
		Constitution:	
		Email Address, PAN and Mobile No.:	
		Address:	
	Details of Guarantor	**Name:**	
		Constitution:	
		Email Address, PAN and Mobile No.:	
		Address:	
	Lender's Branch	**Branch Name** **Address**	
	Purpose of Loan		

	Details of Loan	**Loan Application Form Date:** **Loan Amount: Rs** **Tenure: Months** **Availability Period:** **Loan Application no:**
	Applicable Rate of Interest	☐ **Floating** ☐ **Fixed** ☐ **Flexi** In case of Floating Rate Loans: ___% (MCLR/EBR____ +________) p.a. with monthly rests In case of Fixed Rate Loans: _____ % p.a. with monthly rests

		"In case of Flexi Scheme interest rate: Rate of Interest offered to Borrower is fixed for initial 3 years. After completion of the initial tenure of fixed term, the rate of interest will be converted to Floating Rate of Interest which will be linked to the prevailing Marginal Cost of Lending Rate (MCLR) / External Benchmark Rate (EBR) as on the date of reset."
	Frequency of Reset of Interest	
	Mode of Communication of changes in the Interest Rate	**"SMS/E-MAIL"**
	Pre-Equated Monthly Repayment Interest (P-EMI) **(Applicable for Construction linked or under construction Properties)**	**Rate of Interest** **P-EMI amount: Rs:** **P-EMI Period:**
	Repayment / Equated Monthly Repayment Interest (EMI)	**EMI amount: Rs.** **Total number of EMI:** **EMI start date:** **EMI due date:** **EMI frequency:** **Moratorium: Months from the date of first disbursement (if applicable)**
	Penal Charges	**₹ 0.65 per ₹ 1,000 (or every part thereof) will be charged daily on overdue EMI**
	Interest on Overdue EMI/ Instalment/ Amount/ / Interest	**At the contracted rate of Interest (Loan IRR)**
	Date on which the Annual Outstanding Balance will be issued	**Within the 90 days from the closing of financial year**
	Processing Fee (Non-Refundable)	**% of the Loan Amount**
	Mode of Repayment	
	Charges	As per Schedule 2
	Fee Payable	As per Schedule 2
	Further Declarations	a). In the event of delay or advancement of disbursement, the date of commencement of EMI shall be the first day of the month following the month in which the disbursement will have been completed. In such a case, the Due Date of payment of the first EMI shall be the _____th day of the month following such month.

		b). The Borrower shall endeavour to pay subsequent EMIs at the end of each respective month but in any case shall pay on or before the ___ day of the following month. c). Notwithstanding anything to the contrary contained herein, Bank may by notice to the Borrower suspend or cancel further disbursements of the Loan if the Loan shall not have been fully drawn within _____ months from the date of the Sanction Letter. d). If the Loan is not totally drawn by the Borrower within a period of ____ months from the date of Sanction Letter, the EMI may be altered and Loan will be downsized to the amount disbursed in such manner and to such extent as the Bank may, in its sole discretion, decide and the repayment will be made as per the said alteration, notwithstanding anything stated in the Agreement and in the Schedule
.	**Security**	First and exclusive charge by way of mortgage over below listed Property in favour of the Lender:
	Details of Legal Heirs of Borrower	

Schedule 2 (Schedule of Charges)

S.No.	Charges Parameters	Home Loan/Non-Home Loan
1	Interest Rate	Minimum: Repo Rate/ EBR Maximum: Up to 22%.
2	Processing Fee/ Administrative Charges	Up to 2% of loan amount
3	Stamping Charges	As per State's Stamp Act
4	Stamping Expenses	₹ 100 (including GST)
5	Interest on overdue EMI	At the contracted rate of interest
6	Penal Charges on EMI default	₹ 0.65 per ₹ 1,000 (or every part thereof) will be charged daily on overdue EMI
7	Legal & Courier Charges	₹ 1100
8	Collection Charges	₹ 600 per visit
9	Cheque/SI/ACH/ECS Return charges	₹ 500
10	Statement of account	₹ 500
11	Foreclosure statement charge	₹ 500
12	Duplicate Amortization/Repayment Schedule	₹ 500
13	Swap Charges (Replacement of PDC/Change of Bank)	₹ 1000
14	Change in Instalment date	₹ 500 plus difference period interest (if any)
15	Duplicate Copy of Property/ Loan Document	₹ 1000
16	Replacement of Property/Asset/Collateral	₹ 2500
17	Asset verification charges	At actuals
18	Property Valuation Charges	₹ 1,500 per property for Andhra Pradesh, Karnataka, Tamil Nadu, Telangana, Pondicherry
		₹ 2,500 per property for other States
19	Property Legal Charges	₹ 5500 per collateral for Delhi, NCR and Mumbai
		₹ 1800 per collateral for Andhra Pradesh, Karnataka, Tamil Nadu, Telangana, Pondicherry
		₹ 4000 per collateral for Rajasthan
		₹ 3500 per collateral for other states/locations
20	Progress Report / Subsequent Valuation Report	₹ 750

<table>
<tr><td>21</td><td>Property Paper Retrieval for Verification/Inspection/For Lease Deed from Development Authority/Nagar Palika</td><td>₹ 1500</td></tr>
<tr><td>22</td><td>CERSAI Charges</td><td>₹50 for loan amt up to ₹5 lakhs and ₹100 for loan amt above ₹5 lakhs or as per the charges levied by CERSAI.</td></tr>
<tr><td>23</td><td>Provisional/ Final Interest certificate</td><td>Nil</td></tr>
<tr><td>24</td><td>Conversion from Fixed to Floating or Floating to fixed or reduction of rate or change in structure</td><td>1% of principal outstanding</td></tr>
<tr><td>25</td><td>Lender NOC/ Solvency Certificate</td><td>Minimum: ₹ 10000 &
Maximum: ₹ 50000</td></tr>
<tr><td>26</td><td>ROC filling charges</td><td>At actuals</td></tr>
<tr><td rowspan="2">27</td><td rowspan="2">Cheque/Disbursement/Loan cancellation (per case)</td><td>• If cancelled within 7 days of disbursement, charges are nil.</td></tr>
<tr><td>• If cancelled after 7 days of disbursement but within cancellation period (30 days or before 1st EMI date whichever is earlier), a cancellation fee of ₹2,500 + GST will be applicable</td></tr>
<tr><td>28</td><td>Cash Collection Charges (Foreclosure/Prepayment) (If cash collection is more than Rs 20,000)</td><td>₹ 5 per thousand for cash collection</td></tr>
<tr><td>29</td><td>Duplicate issue of No Dues Certificate</td><td>₹ 500</td></tr>
<tr><td>30</td><td>Tele Collection Charges</td><td>₹ 40</td></tr>
<tr><td>31</td><td>Default Collection Charges (in case repayment mode not available with Bank)</td><td>₹ 250</td></tr>
<tr><td rowspan="2">32</td><td rowspan="2">Property Swapping Charges</td><td>₹ 7500 per property for Delhi NCR & Mumbai</td></tr>
<tr><td>₹ 5000 per property for rest of states</td></tr>
<tr><td>33</td><td>Legal/SARFAESI/Incidental Charges</td><td><table>
<tr><th>Type of Litigation</th><th>Charges</th></tr>
<tr><td>Arbitration</td><td>Upto Rs 5100</td></tr>
<tr><td>Execution of Arbitration Awards</td><td>Upto Rs 6800</td></tr>
<tr><td>Complaint U/s 138 (NI Act)/25 (PASS Act)</td><td>Upto Rs 6800</td></tr>
<tr><td>Issue of Notice U/s 13(2) of SARFAESI Act</td><td>Upto Rs 11100</td></tr>
<tr><td>Enforcement Action U/s 14 SARFAESI Act</td><td>Upto Rs 17000</td></tr>
<tr><td>Any Other Legal Action taken by or against Bank</td><td>At Actuals</td></tr>
</table>
*Litigation applicable as per product</td></tr>
</table>

34 – **Prepayment/ Foreclosure Charges**

Home Loan Scheme/Non-Home Loan	
Prepayment charges in Partial Prepayments*	
If paid upto 6 months from last disbursement date	5% of Amount which is Partial Prepaid
If paid after 6 months & upto 12 months from last disbursement date	No prepayment charge to be taken if total amount deposited in FY up to 25% of POS (starting of FY)
	5% of total amount partial prepaid in FY, if sum of all part prepayment crosses the limit of 25% of opening principal in starting of FY. i.e. Charges will be applicable on the total amount partially prepaid in the same FY
If paid after 12 months from last disbursement date	No prepayment charge to be taken if amount deposited up to 25% of POS (starting of FY)
	3% of total amount partial prepaid in FY, if sum of all part prepayment crosses the limit of 25% of opening principal in starting of FY i.e. Charges will be applicable on the total amount partially prepaid in the same FY
Prepayment/ Foreclosure Charges in full closure **	
If paid upto 12 months from last disbursement date	5% of balance Amount at the time of closure
If paid after 12 months from last disbursement date	4% of balance Amount at the time of closure

*In case of Variable/ Floating rate of interest for Home Loan/ Personal purpose, prepayment charges would be NIL.
No pre-payment charges will be levied over Variable/ Floating rate loans granted for business purpose to Individuals and MSEs. (Applicable for Loans Sanctioned on or after 1st January 2026)
** Partial & Full closure Charges will be applicable as above or as mentioned in sanction letter.

Note:

- Schedule of charges shall be uploaded on AU Small Finance Bank Ltd website.
- The above charges are maximum; for any less than above shall be approved with respective authority as per approval.
- The above charges are also applicable to existing AHL product of erstwhile Fincare effective 1st May 2026.
- GST and other government taxes applicable as per prevailing rate will be charged over and above the fees and charges.

- If customer makes part payment in tranches, then the tranche in which total part pre-payments done in FY crosses 25% of POS in the starting of the FY, then prepayment charges will be applicable on all the part payments done earlier in same FY.
- **For PMAY-CLSS / ISS Loans:** Administrative Fees will be applicable. Processing Fees will not be charged.
- **For Non-PMAY-CLSS / ISS Loans:** Processing Fees will be applicable. Administrative Fees will not be charged.
- 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.au.bank.in).
- The charges as applicable on the date of levy and reflecting in the Schedule of Charges of the Bank shall be applicable and binding.

KEY FACTS STATEMENT

The Borrower & the Guarantor acknowledges to have read and understood all the foregoing terms of this Agreement and the Schedule, Key Fact Statement, and Annexures thereto, and is affixing its signature/common seal on the last page of this Agreement evidencing the same. The Borrower and the Guarantor further agree 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.

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

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and the year first hereinabove written, SIGNED AND DELIVERED by the within named Borrower.

IN WITNESS WHEREOF the Parties have executed this document on the day and the year first hereinabove written, SIGNED AND DELIVERED by the within named Guarantor."

ANNEXURE- A

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

1. ***IRAC Circular Refer Para No. 2.1.2 (i) -*** *interest and/ or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan*

Example Description - SMA and NPA Classification of Term Loan Cases based on overdue date.

Example Detail: If due date of a loan account is March 31, 2021, and complete dues are not received before the lending institution runs the day-end process on this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021. This is further elaborated as below mention table:

Date	DPD	Classification
31-Mar-21 (Due Date)	1/ Overdue	SMA-0
30-Apr-21	31 / More than 30 Days / Completion of 30 Days	SMA-1
30-May-21	61 / More than 60 Days / Completion of 60 Days	SMA-2
29-Jun-21	91 / More than 90 Days / Completion of 90 Days	NPA

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

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

Date	Due Amount	DPD	Classification
31-Mar-21 (Due Date)	10000	1 / Overdue	SMA-0
30-Apr-21	10000	31 / More than 30 Days / Completion of 30 Days	SMA-1
30-May-21		61 / More than 60 Days / Completion of 60 Days	SMA-2
31-May-21	10000		
29-Jun-21		91 / More than 90 Days / Completion of 90 Days	NPA
30-Jun-21	10000		
1-Jul-21			Upgradation*

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

2. IRAC Circular Reference Para No. 4.2.7 (c) - *Asset Classification to be borrower-wise and not facility-wise*

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

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

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

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

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

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

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

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

Name of the Borrower	(Signature)
Name of the Co-Borrower	(Signature)
Name of the Guarantor	(Signature)

Annexure B

LETTER OF GENERAL LIEN AND SET OFF

To,

AU Small Finance Bank Limited,
____
____
____
("Lender/ Bank"),

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

The Undersigned hereby acknowledges, agrees and undertakes that: -

1. The Bank may, at any time, combine or consolidate all or any of the existing accounts of the Undersigned (of whatsoever nature) and set off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any of the liabilities of the Undersigned towards the Bank on any other account or in any other respect, whether as principal, or surety or otherwise, whether such liabilities be present or future, actual or contingent, primary or collateral and several or joint.
2. The Undersigned:- (a) shall neither withdraw nor shall be entitled to withdraw any such sums (so that the Bank shall have no obligation to release or repay any such sums to the Undersigned) and shall not do or omit to do any act or thing which may in any way delay or prejudice the Bank's right to retain such sums and/or apply all or any part of such sums in or towards such payment, discharge or satisfaction; (b) shall not mortgage, charge, pledge, hypothecate or otherwise encumber or assign, securitise, novate, 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.

7. The Borrower and/or the Guarantor hereby expressly agrees that nothing herein contained shall operate to prejudice the rights and remedies of the Lender in respect of any other obligations of the Borrower and/or the Guarantor to the Lender or prejudice or effect any general or particular lien to which the Lender is by Law or otherwise entitled to, or operate to prejudice the Lender's rights or remedies in respect of any present or future security, guarantee or obligation given to the Lender by any other person for any indebtedness or liability of the Borrower and/or the Guarantor.

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

ACKNOWLEDGMENT LETTER

Please find below the details of cheques submitted to AU Small Finance Bank Limited ("Bank") in consideration of the loan of Rs __________________ ("Loan") granted to the ___________________ ("Borrower").

Type of Cheque	No of Cheques	Cheque No	Bank Name
Post Dated cheque (PDC)			
Security PDC (SPDC)			
Additional Cheques			

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

I/we hereby confirm that I/we have handed over to the Bank _______ no. of cheques towards the repayment of EMI (PDC) and/or as a security (SPDC) for the Loan availed from the Bank 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 Bank 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 by the Bank for payment. I/we agree and acknowledge that I/we have issued the aforesaid cheques voluntarily in discharge of legal debt owed to the Bank by the Borrower. I /we agree, acknowledge and confirm that the cheques are intended to be used by Bank to recover the legal debts due from the Borrower to the Bank under various disbursements made by the Bank and hereby unconditionally and irrevocably authorizes the Bank to use the cheques for repayment of the Loan. I/we hereby confirms that I am/we are aware of the fact that any dishonour of any cheque so issued by me/us and presented by the Bank for payment would constitute an offence under provisions of The Negotiable Instrument Act, 1881 and the Bank may take such action against me/us as may be advised. Prior to the cheques issued by me being exhausted, I/we shall issue fresh cheques to the Bank, 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 Bank 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 cheques have been drawn to clear and honour all such cheques (details of which shall be provided to the Bank) bearing the signatures of the authorised signatories before the change or, in the alternative, I/we shall issue fresh cheques to the Bank or submit fresh cheques duly signed by new authorized signatory as the case may be. While all necessary steps would be taken by the Bank to ensure safe holding of the cheques 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 cheque 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 Bank immediately upon receipt of a written request from the Bank in this regard. If I/we cancel the cheques given to the Bank or close the relevant bank account(s) or change the authorized signatory for the relevant bank account(s) or attempts to cancel the cheques without the prior written consent of the Bank, such acts shall be deemed to have been committed with a criminal intent to cause wrongful loss to the Bank and would be construed as an Event of Default and the Bank shall be entitled to initiate appropriate legal proceedings including criminal proceedings, without prejudice to the Bank's other rights and remedies under applicable Law(s).

Execution:

a) This SPDC Acknowledgment Letter shall become effective and binding on the Account Holder(s) from the date of execution as mentioned in below table and shall remain in full force and binding on the Account Holder(s) until the entire Outstanding Amount is repaid to the satisfaction of the Lender. In case the date is kept blank under below table of this SPDC Acknowledgment Letter and the document is digitally/electronically signed, the date of execution of this SPDC Acknowledgment Letter shall be the date when the SPDC Acknowledgment Letter was last signed digitally/electronically by either party. With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person. This SPDC Acknowledgment Letter shall be ssssssin force till all the monies due and payable to the Lender under this SPDC Acknowledgment Letter as well as all other agreement/s, document/s that may be subsisting/executed between the Account Holder(s) and the Lender are fully paid.

b) The Account Holder(s) hereby irrevocably agree and consent to electronic and/or digital stamping and/or execution of this SPDC Acknowledgment Letter 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).

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

d) The Account Holder(s) hereby irrevocably agree, consent and accept that the SPDC Acknowledgment Letter 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 Bank or such third party vendors shall be entitled to collect all data of the Account Holder(s) relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.

e) The Account Holder(s) irrevocably agree and consent that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Facilities on any e-platform/digitized platform as may be desired by the Bank. The Account Holder(s) understand and agree that the Account Holder(s) shall keep its electronic devices used for execution of this SPDC Acknowledgment Letter fully updated and protected against any virus, malfunction or cyber related threats. The Account Holder(s) agree that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Account Holder(s) equipment, other software, facilities, third party applications employed by the Account Holder(s), 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 SPDC Acknowledgment Letter and related documents.

Date and Place	Date: Place:
Name of the Account Holder	
Signature of the Account Holder	

MEMORANDUM OF DEPOSIT OF TITLE DEEDS

1. On the date and place as mentioned in the Schedule hereto, the Mortgagors or Mortgagor's authorizedrepresentative/signatory/attorney/partner/director/member/karta/official/trustee ("**Depositor**") as mentioned in the Schedule hereto attended the office of AU Small Finance Bank Limited (hereinafter referred to as the "**Lender**") at place as mentioned in the Schedule and agreed to deliver and deposit / delivered to and deposited with the Lender's Representative (as mentioned in the Schedule), acting for the Lender, the documents of title, evidences, deeds and writings more particularly described in the Schedule hereunder written (hereinafter called as the said "Title Deeds") in respect of immovable property as mentioned in the Schedule and owned by the respective Mortgagor/Depositor, as applicable, as mentioned in the Schedule.

2. Whilst making the deposit of the said Title Deeds, the Mortgagors/Depositors, (as applicable) stated that he/she is doing so in the capacity as owner of immovable properties/ Mortgagor's authorized representative/attorney/partner/director/ karta/member/ official/trustee of the Mortgagor with intent to create a security by way of mortgage by deposit of original title deeds and other documents incidental thereto on the Mortgagor's immovable property more particularly described in the Schedule hereunder written together with all building and structures thereon, present and future and all furniture, fixture and fittings etc. (hereinafter called as the "Mortgaged Property") to secure due repayment/ discharge and redemption of the Loan/Facility as mentioned in the Schedule availed by Borrower (s) as mentioned in Schedule hereto pursuant to a Loan Agreement dated as mentioned in the Schedule, together with interest, Penal Charges, Interest on Overdue EMI/ Instalment/ Amount/ Interest, liquidated damages, compound interest, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies payable under the Loan Agreement /letter of sanction, as amended from time to time.

3. While giving oral consent and making the deposit of original title deeds and other documents incidental thereto, the Mortgagors/Depositors (as applicable) further stated that he/she is/was authorised to create mortgage by way of deposit of original title deeds and other documents incidental thereto with an intention to create mortgage as aforesaid in the capacity as owner of the Mortgaged Property/Mortgagor's authorized representative/attorney/partner/ director/karta/ member/official/trustee, pursuant to the resolution passed on the date as specified in the Schedule and he/she furnished a certified copy of the said resolution to Lender's Representative and further stated that the said resolution was in full force and effect and has not been modified or rescinded in any manner whatsoever.

4. The Mortgagor/Depositor (as applicable), further stated that the said Title Deeds so deposited were the only documents of title relating to the Mortgaged Property in the possession, power and control of the respective Mortgagors and that the respective Mortgagors had a clear and marketable title to the said Mortgaged Property; (b) the Mortgagors have good, clear, valid, marketable and subsisting registered freehold title and rights to their respective Mortgaged Property; and (c) no mortgage, power of attorney (by whatever name called), charge, lien or other security interest securing any

obligation of any Person or any other agreement or arrangement having a similar effect (collectively "**Encumbrance**"), exists on or in connection with their respective Mortgaged Property or any part thereof in favor of any Governmental Authority or any Person.

5. The Mortgagors/ Depositors (as applicable) further stated that the Mortgagors have full power and absolute authority (corporate or otherwise) to create equitable mortgage over the Mortgaged Property in favour of the Lender. The Mortgagors/ Depositors (as applicable) also stated that the Mortgagors have obtained all requisite consents, governmental approvals and other authorizations as are required for the creation of the equitable mortgage in respect of their Mortgaged Property in favour of the Lender.

6. The Mortgagors/ Depositors (as applicable) further stated that the Mortgagors have not entered into any contract for transfer, sale, assignment, Encumbrance or alienation of the Mortgaged Property or any part thereof.

7. The Mortgagors/Depositors (as applicable) further stated there is no impediment or hindrance under applicable law or under any contract, suit, proceeding, decree, order, judgment, award or document or instrument preventing the Mortgagors from creating and perfecting the equitable mortgage created on the Mortgaged Property in favour of the Lender.

8. The Mortgagors/Depositors (as applicable) further stated that they have obtained/shall obtain the requisite permission/authorizations from the Income Tax Authorities pursuant to the provisions contained in Section 281 (1) of the Income Tax Act, 1961.

9. The Mortgagors/Depositors (as applicable), further stated that there are no proceedings pending under tax law or prohibitory order either from the income tax authority or from any revenue authority for mortgage and or transfer of the said Mortgaged Property nor there is any litigation pending in any court in respect of the said Mortgaged Property nor there is any lis pendens registered nor there is any attachment either before or after the judgement in respect of the same.

10. The Mortgagors/Depositors (as applicable), further stated the description of the lands comprised in the Mortgaged Property, set forth in Schedule, is true, accurate and complete.

11. For the avoidance of doubt, it is clarified that this Memorandum is only a recordal of the deposit of original title deeds and other documents incidental thereto by the Mortgagors /Depositors (as applicable) with the Lender and shall not to be construed as an agreement between such Depositors/Mortgagors and the Lender.

12. All matters contained in this Memorandum are severable and distinct from every other matter and if at any time any matter is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining portions of this Memorandum shall not be in any way affected or impaired thereby.

13. The aforesaid deposit of the original title deeds and other documents incidental thereto was made by the Mortgagor/Depositor (as applicable) in the presence of Lender's Representative.

14. For the purposes of the foregoing, the capitalized terms used in this Memorandum, where not so defined herein, shall have the meaning set out in the Loan Agreement, as amended from time to time.

15. The date of execution of this Memorandum shall be the date as mentioned below. In case the date is kept blank in this Memorandum and if the document is digitally/electronically signed, the date of execution of this Memorandum shall be the date when the Memorandum was last signed digitally/electronically ("Last Digital Date") by an official of the Lender.

In case, where there are multiple Mortgagors/Depositors (as applicable), then the expression Mortgagor/Depositor (as appliable), shall include and refer to all Mortgagors/Depositors (as applicable) with respect to the properties owned and/or being mortgaged by them.

Schedule

1. Details of Borrower(s)

Particulars	**Description**			
MODTD Execution Date				
MODTD Execution Place				
Borrower's Name				
Borrower's Address				
Co- Borrower's Name and address				
Branch Name				
Mortgagor's Name and address				
Description of Mortgaged Property				
Facility				
Loan Agreement Date				
Place of Execution				

2. Details of Mortgagor/Depositor

Particulars	**Property 1**	**Property 2**	**Property 3**
Name of Mortgagor			
Name of Depositor (self or authorised representative)			
Mortgagor's Board Resolution Details (if applicable)			
Name and Designation of Lender's Representative executing MODTD			
Date of deposit of Title Deeds			
Place of deposit of Title Deeds			
Description of Mortgaged Property			

Boundaries	**North** **South** **East** **West**	**North** **South** **East** **West**	**North** **South** **East** **West**

(a) List of Title Deeds of Property 1
List of the documents deposited with AU Small Finance Bank Limited:

As per the legal report,

We, AU Small Finance Bank Limited do hereby acknowledge to have on the date mentioned above received the above listed deed and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only exempted) to the said Mortgagor /Depositor, as applicable, on receipt by us of the principal sum of the Facility, interest, commitment and other charges and any other dues payable by the Borrower/Mortgagor/ Depositor.

(b) List of Title Deeds of Property 2
List of the documents deposited with AU Small Finance Bank Limited:

As per the legal report,

We, AU Small Finance Bank Limited do hereby acknowledge to have on the date mentioned above received the above listed deed and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only exempted) to the said Mortgagor/Depositor, as applicable on receipt by us of the principal sum of the Facility, interest, commitment and other charges and any other dues payable by the Borrower/Mortgagor/ Depositor.

(c) List of Title Deeds of Property 3
List of the documents deposited with AU Small Finance Bank Limited:

As per the legal report,

We, AU Small Finance Bank Limited do hereby acknowledge to have on the date mentioned above received the above listed deed and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only exempted) to the said Mortgagor/Depositor, as applicable on receipt by us of the principal sum of the Facility, interest, commitment and other charges and any other dues payable by the Borrower/Mortgagor/ Depositor.

Note: For cases where more than one property is being mortgaged by the Mortgagor/Depositor the above list of deposit of original title deeds and other documents incidental thereto can be repeated depending on number of properties mortgaged.

Date and Place	
Name & Designation of Authorized Signatory for the Lender	

DECLARATION

Person whose details are mentioned in the Schedule hereunder and is the owner of the immovable property ("**Mortgagor**"), Mortgagor itself in case of individual, or the Director/ Attorney/Authorised Signatory /Partner/Karta/Trustee/Official of the Mortgagor ("**Mortgagor's Representative**") the details whereof are in the Schedule hereunder, do hereby, confirm and re-confirm and say as follows:

1. Save and except for the Mortgagor(s), no other person or persons have any shares, right, title, or interest of any nature whatsoever in the immovable properties described in the Schedule hereto (hereinafter referred to as the ("**Mortgaged Property**") and the Mortgagor's title to the said Mortgaged Property is marketable and free from all encumbrances.

2. The Mortgagor or Mortgagor's Representative as the case maybe, has/have full right and absolute authority to execute this declaration with an intention to create mortgage by deposit of original title deeds of the said Mortgaged Property in favour of 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 "Lender" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successor(s) and assign(s)).

3. The Mortgaged Property is/are proposed to be charged and mortgaged by way of deposit of original title deeds for securing the repayment of the loan as mentioned in the Schedule hereunder written ("**Facility**") along with all interest, Penal Charges, Interest on Overdue EMI/ Instalment/ Amount/ Interest, liquidated damages, costs, charges, expenses, guarantee commission and other monies, payable under the loan agreement dated as mentioned in Schedule hereto," ("**Loan Agreement(s)**") executed between the Lender and the Mortgagor and/or the borrower as mentioned in Schedule hereto ("**Borrower(s)**"), as amended from time to time.

4. The Mortgagor or Mortgagor's Representative as the case maybe, agrees and acknowledges that the disbursement under the Facility by the Lender to the Borrower is in consideration of the Mortgaged Property being mortgaged to the Lender by the Mortgagor or Mortgagor's Representative and such disbursement to the Borrower shall be deemed to be disbursement to the Mortgagor.

5. That, Mortgagors have obtained/ will be obtained the requisite permission/authorizations from the Income Tax Authorities pursuant to the provisions contained in Section 281 (1) of the Income Tax Act, 1961"

6. There is no prohibitory order either from the income tax authority or from any revenue authority for mortgage and/ or transfer of the said Mortgaged Property nor there is any litigation pending in any Court in respect of the said Mortgaged Property nor there is any lis pendens registered nor there is any attachment either before or after the judgement in respect of the same.

7. The equitable mortgage created by the Mortgagor or Mortgagor's Representative as the case maybe, by executing this declaration in favour of the Lender on first and exclusive charge basis for securing repayment of the Facility by the Borrower herein shall be in full force and effect until all outstanding amounts under the Facility have been satisfied, irrespective of the relevant account being brought to credit, drawn upon to full extent then again brought to credit.

8. The Mortgagor(s) has not created any trust in respect of the Mortgaged Property and the Mortgaged Property are in the exclusive, uninterrupted and undisturbed possession and enjoyment of the Mortgagor(s).

9. No mortgage, power of attorney (by whatever name called), charge, lien or other security interest securing any obligation of any Person or any other agreement or arrangement having a similar effect

(collectively an “Encumbrance”) whatsoever shall be created on the Mortgaged Property save and except with the permission of the Lender.

10. Other than as contemplated under the Loan Agreement, the Mortgagor(s) shall not sell, lease, sub-lease, license, sub-let, transfer, assign, create any Encumbrance or alienation of the Mortgaged Property or any part thereof save and except with the prior written permission of the Lender.

11. Until all dues under the Facility have been repaid to the Lender, the Mortgagor(s) shall not deal with the Mortgaged Property in any manner which shall affect or diminish the title of the Mortgagor(s) to the Mortgaged Property or in any manner which affects the rights of the Lender on the Mortgaged Property.

12. There are no encroachments or trespassers on the Mortgaged Property or any part thereof.

13. The Mortgagor/ Mortgagor’s Representative is not aware of any act, deed, matter or circumstance which would prevent the Mortgagor from mortgaging and charging the Mortgaged Property in favour of the Lender by way of an equitable mortgage.

14. The Mortgagor(s), where it is a company, shall forthwith complete the following actions: (a) filing with the jurisdictional Registrar of Companies, Form CHG-1 of the Companies (Registration of Charges) Rules, 2014, evidencing the creation of equitable mortgage on the Properties; and (b) admission and registration of the memorandum of entry before the relevant Registrar or Sub-Registrar of Assurances in the district or sub-district where the Mortgaged Property are situated; and (c) all such acts and deeds, and execution of all such documents, deeds and instruments, as may be required by the Lender to create and perfect the equitable mortgage over the Mortgaged Property.

15. The provisions of Section 67-A of the Transfer of Property Act, 1882 (the “TP Act”), shall not apply to the equitable mortgage created on the Mortgaged Property notwithstanding that the Lender may hold two or more equitable mortgages executed by the Mortgagor or Mortgagor’s Representative, as the case may be, or any other Person, in respect of which the Lender has the right to obtain the decrees under Sec. 67 of the TP Act. The Lender shall be entitled to sue and obtain such decree on any of such equitable mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys become due.

16. The Lender, its nominees, agents or representatives shall have full and free rights and liberty in the Mortgaged Property as and by way of easement to pass, re-pass and have unfettered access during normal business hours.

17. All requisite consents, governmental approvals and other authorizations as are required for the creation of the equitable mortgage in respect of the Mortgaged Property in favour of the Lender have been obtained by the Mortgagor(s).

18. There is no fact or circumstance which adversely affects, or which may adversely affect, the use, or enjoyment of any land or premises owned, occupied or used by the Mortgagor(s), or in the possession of the Mortgagor(s) that is comprised in the Mortgaged Property, or creation of equitable mortgage on the Mortgaged Property.

19. No notice has been served on the Mortgagor(s) by any Governmental Authority which might impair, prevent or otherwise interfere with the right of the Mortgagor(s) in the Mortgaged Property or of the Lender as the mortgagee of the Mortgaged Property.

20. The Mortgagor(s) has paid, and shall pay, all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income tax, sales tax, corporation tax and all other taxes and revenue payable to Governmental Authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding

and that no notices, attachments or warrants have been served on the Mortgagor(s) in relation to the Mortgaged Property.

21. The Mortgagor or Mortgagor's Representative, as the case maybe, shall give such declarations, undertakings, indemnities and other writings as may be required by the Lender and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender in connection with the creation and perfection of the equitable mortgage on the Mortgaged Property in favour of the Lender.

22. The Mortgagor(s) or Mortgagor's Representative, as the case maybe, shall pay all costs, charges and expenses, taxes, stamp duties (including deficit stamp duty), registration charges and penalties, if any, as may be required to be paid under applicable law with respect to the creation of equitable mortgage over the Mortgaged Property by way of the delivery and deposit of the original title deeds and other documents incidental thereto in favour of the Lender, including without limitation any stamp duty charges, as may be applicable, on this declaration and all other documents that the Mortgagors or Mortgagor's Representative, as the case maybe, may be required to execute in connection herewith, or as may be deemed necessary by the Lender.

23. The Mortgagor(s) has good right, full power and absolute authority to mortgage by deposit of original title deeds and to transfer the said Mortgaged Property by deposit of original title deeds and documents and that neither the Mortgagor(s) nor anyone on their behalf has committed any act, deed, matter or thing whereby the said deposit of original title deeds and/or the said mortgage by deposit of title deeds can be adversely effected.

24. No other person is in custody, possession, occupation of the said Mortgaged Property and that no other person is entitled to claim any right, title or interest of whatsoever nature either by way of tenancy, sub-tenancy, license, sub-license, care-taker or in any other manner or any occupational right or interest in the Mortgaged Property and the Mortgagor or Mortgagor's Representative, as the case may be, agrees to handover vacant and peaceful possession of the said Mortgaged Property in the event of the Lender exercising rights to the same.

25. The Mortgagor(s) has not entered into any agreement for sale, transfer or alienation thereof or any part or parts of the Mortgaged Property.

26. The documents specified in Schedule hereunder written are the only title deeds or documents relating to the Mortgaged Property or any part thereof and there are no other documents of title in respect of the Mortgaged Property or any part thereof in the possession, power, custody or control of the Mortgagor(s) and/ or any of its representatives or agents.

27. All corporate resolutions under the Companies Act, 2013, in relation to the mortgage of the Mortgaged Property have been passed by the Mortgagor(s) (where Mortgagor is a corporate body), and such resolutions passed are valid, legally binding and in full force and effect and have not been varied or rescinded or shall not be varied or rescinded.

28. The Mortgaged Property are marketable, free and clear of all Encumbrances and do not fall under the Urban Land (Ceiling and Regulation) Act 1976, or if any consent is required, the same has been obtained.

29. On the basis of the aforesaid statement and assurances and request made by the Mortgagor or Mortgagor's Representative, as the case may be, the Lender has agreed to accept the said Mortgaged Property as security by deposit of original title deeds and documents inter alia for securing the Facility along-with all interest, Penal Charges, Interest on Overdue EMI/ Instalment/ Amount/ Interest, liquidated damages, costs, charges, expenses, guarantee commission and other monies, payable under the Loan Agreement, as amended from time to time and the Mortgagor or Mortgagor's

Representative, as the case may be, hereby agree to indemnify and keep indemnified the Lender and its officials against all actions, suits, costs, charges, expenses, proceedings and damages and that may be suffered and / or incurred by the Lender or its officials, if any of the statement made hereinabove are to be untrue and / or false.

30. The Mortgagor or the Mortgagor's Representative, as the case maybe, hereby agree that all the terms, benefits and rights contained in this declaration shall inure for the benefit of the Lender. The Mortgagor is aware that it is on the faith of this declaration that the Lender has agreed to provide the Facility to the Borrower.

31. The Mortgagor or Mortgagor's Representative, as the case maybe, hereby states that whatever statements are made hereinabove are true to its knowledge, information and have been made with free will and believes the same to be true.

32. For the purposes of the foregoing, the capitalized terms used in this Declaration, where not so defined herein, shall have the meaning set out in the Loan Agreement, as amended from time to time.

33. In case, where there are multiple Mortgagors/Mortgagor's Representatives then the Expression Mortgagor(s)/ Mortgagor's Representative shall include refer to all Mortgagors/ Mortgagor's Representatives with respect to the properties owned and being mortgaged by them.

34. Notwithstanding the aforesaid, the Mortgagor or Mortgagor's Representative, as the case maybe, hereby give specific consent to the Lender for disclosing/submitting the 'financial information' as defined in Sec.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 thereunder from time to time, in respect of the securities created by the Mortgagor for securing the Credit/ Financial facilities availed by the Borrower from the Lender, from time to time, to any Information Utility ('IU') as defined in Sec.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 Lender, as and when requested by the concerned 'IU'.

35. This Declaration shall become effective and binding on the Mortgagor from the date of execution as mentioned in Schedule and shall remain in full force and binding on the Mortgagor until the entire Outstanding Amount is repaid to the satisfaction of the Lender. In case the date is kept blank under Schedule of this Declaration and the document is digitally/electronically signed, the date of execution of this Declaration shall be the date when the Declaration was last signed digitally/electronically by the Mortgagor. With respect to date of execution of documents executed in relation to the Facility, the same understanding shall be applied where the document is to be signed by more than one person. This Declaration shall be in force till all the monies due and payable to the Lender under this Declaration as well as all other agreement/s, document/s that may be subsisting/executed between the Mortgagor and the Lender are fully paid.

36. Mortgagor hereby irrevocably agree and consent to electronic and/or digital stamping and/or execution of this Declaration 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).

37. The Mortgagor hereby irrevocably agrees, consent and authorize the Bank to use the Mortgagor's authorized signatories' Aadhaar details and core biometric information to authenticate and verify the Mortgagor /authorize signatories. The Mortgagor hereby irrevocably agrees and consents that by entering the OTP and/or providing the fingerprint impression (Biometric KYC) of the Mortgagor /authorized signatories, it shall be treated as implied and voluntarily consent of the Mortgagor / authorized signatories to the Bank to validate the PAN and use the Aadhaar details for Aadhaar

biometric authentication and the Mortgagor hereby authorizes the Bank to fetch the Mortgagor's/ authorised signatories' personal details from National Securities Depository Limited (NSDL) and from Unique Identification Authority of India (UIDAI) respectively.

38. The Mortgagor hereby irrevocably agrees consent and accept that the Declaration 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 Bank or such third party vendors shall be entitled to collect all data of the Mortgagor relating to IP address, location of the computer or other instrument used for execution and video recording for confirming the transaction.

39. The Mortgagor irrevocably agree and consent that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Facility on any e-platform/digitized platform as may be desired by the Bank. The Mortgagor understand and agree that the Mortgagor shall keep its electronic devices used for execution of this Declaration fully updated and protected against any virus, malfunction or cyber related threats. The Mortgagor agree that neither the Bank or any e-service/software provider intermediary shall be held responsible for any failure or defect of Mortgagor's equipment, other software, facilities, third party applications employed by the Mortgagor, 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 Declaration and related documents.

All matters contained herein are severable and distinct from every other matter and if at any time any matter is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining portions hereof shall not be in any way affected or impaired thereby.

The Seal of the above-named Mortgagor(s), has, pursuant to the resolution of its Board of Directors, passed in that behalf on the ____________ day of ____________ hereunto been affixed in the presence of _______________

OR

SIGNED AND DELIVERED by the above-named Mortgagor(s), by the hand of _______________

Schedule

1. Details of Borrower(s):

Particulars	Description			
Declaration Execution Date				
Declaration Execution Place				
Borrower's Name				
Borrower's Address				
Co-Borrower's Name and address				
Branch Name				
Mortgagor's Name and address				
Details of MODTD				
Description of Mortgaged Property				
Facility				
Loan Agreement Date				
Place of Execution				

2. Details of Mortgagor/Depositor:

Particulars	Property 1	Property 2	Property 3
Name of Mortgagor			
Name of Depositor (self / Mortgagor's representative)			
Letter of Authority **Date:** **Place:**			
Mortgagor's Board Resolution Details (if applicable)			
Name and Designation of Lender's Representative executing MODTD			
Date of deposit of original Title Deeds			

Place of deposit of original Title Deeds			
Description of Mortgaged Property			
Boundaries	**North** **South** **East** **West**	**North** **South** **East** **West**	**North** **South** **East** **West**

(a) List of original Title Deeds of Property 1
List of the documents deposited with AU Small Finance Bank Limited:

As per the legal report,

We, AU Small Finance Bank Limited do hereby acknowledge to have on the date mentioned above received the above listed deed and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only exempted) to the said Mortgagor /Depositor, if applicable on receipt by us of the principal sum of the Facility, interest, commitment and other charges and any other dues payable by the Borrower/Mortgagor/ Depositor.

(b) List of original Title Deeds of Property 2
List of the documents deposited with AU Small Finance Bank Limited:

As per the legal report,

We, AU Small Finance Bank Limited do hereby acknowledge to have on the date mentioned above received the above listed deed and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only exempted) to the said Mortgagor/Depositor, if applicable on receipt by us of the principal sum of the Facility, interest, commitment and other charges and any other dues payable by the Borrower/Mortgagor/ Depositor.

(c) List of original Title Deeds of Property 3
List of the documents deposited with AU Small Finance Bank Limited:

As per the legal report,

We, AU Small Finance Bank Limited do hereby acknowledge to have on the date mentioned above received the above listed deed and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only exempted) to the said Mortgagor/Depositor, if applicable on receipt by us of the principal sum of the Facility, interest, commitment and other charges and any other dues payable by the Borrower/Mortgagor/ Depositor.

Note: For cases where more than one property is being mortgaged by the mortgagor/depositor the above description of property and list of original title deeds can be repeated depending on number of properties mortgaged by same mortgagor/depositor.

Date and Place	Date: Place:
Name of the Mortgagor / Mortgagor's Representative	(Signature of Mortgagor / Mortgagor's Representative)

LETTER OF DEBIT AUTHORISATION

To,

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

Dear Sir/Madam

Subject: Debit Authorization

This is in reference to the Sanction Letter Ref. No. ____________ dated ____________ ("Sanction Letter") issued by AU Small Finance Bank Limited (Bank), whereby loan is sanctioned to us in the nature of ______________________________<Purpose of Loan> ("Loan") to an extent of Rs. _____________

I/ We, hereby irrevocably authorize the Bank to debit my/our loan account bearing Application No. _______ ___and/or SB/CA/CC/OD account no. _______________________ maintained with the Bank at ______________________________ branch towards Processing fee, Interest , Instalment, Expenses , Other Charges, Commissions, Costs, Insurance Premium and Principal Amount as may be applicable in relation to the above Loan and as per the sanctioned terms and conditions mentioned in the aforesaid Sanction Letter.

I/We are aware that on the representation and assurances expressed in this letter, Bank has agreed to sanction the said Loan to me/us.

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

Yours truly,

Date and Place:	Date: Place:
Name of the Borrower:	 (Signature)
Name of the Co-Borrower:	 (Signature)

END USE LETTER

To,
AU Small Finance Bank Limited

____

____

____

Ref: Loan Application no. ________________ in the name of _____________________
Sub: End use of funds borrowed from AU Small Finance Bank Limited ("Bank")

Dear Sir,
Pursuant to the __________________ dated ______________, I/We are availing credit facility amounting to Rs. ______________________ ("Facility") vide loan agreement dated _______________ ("Loan Agreement")

The Facility is being/ would be utilized for below mentioned purpose:

____

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

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

I/We agree that any breach or default in complying with all or any of the foregoing will constitute an event of default under the Loan Agreement and consequently the Bank may initiate prompt action as may be necessary at its sole discretion including recall of the Facility and/or charge Penal Charges and/or Interest on Overdue EMI/ Instalment/ Amount/ Interest.

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

Date and Place:	Date: Place:
Name of the Borrower:	 (Signature)
Name of the Co-Borrower:	 (Signature)

CONSENT LETTER

To,
The Manager,

AU Small Finance Bank Ltd.
19-A, Dhuleshwar Garden,
Ajmer Road, Jaipur - 302001

Re: Consent for making payment in favour ________________________________

Dear Sir/Madam,

I/We request the Bank to kindly issue the Cheque/DD/RTGS for Rs. ________________ (in figures) ____ (in words) in favour of _____________________________ towards the Loan, as per Sanction Letter No. __________________ dated __________________ issued by AU Small Finance Bank Limited.

I/We assure the Bank that the repayment of the EMI under the Loan would be made by me/us on the Due Date of EMI i.e. on ________________________

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

	PAYMENT FAVOURING DETAILS						
Sr. No	**Name of Payee**	**Bank Account Number**	**Mode of Payment**	**Name of Bank**	**Branch Name**	**~~Payable At~~ IFSC Code**	**Amount**
1							
2							
3							

Thanking You,

Yours Faithfully

Date and Place:	Date: Place:
Name of the Borrower	(Signature)
Name of the Co-Borrower	(Signature)

DECLARATION FOR BT CASES

I/We, ____________________ <Property Owner> S/o ____________________, R/o ____ and ___________________ <Property Owner 2> S/o __________R/o ____("Declarant"), Pledo hereby declare, confirm and state as under:

1. That the Declarant is/are availing credit facility from ___________________________________ in the form of ________________________________ for an amount of Rs. ________________
2. That the property situated at ____ ("Property") owned by the Declarant is currently mortgaged with ___________________________________ and all the original Title Deeds and other relevant documents with respect to the Property are deposited with ___________________________ as security towards the credit facility.
3. That the Property is not cross collateralised and/or kept as security towards any other credit facility availed by the Declarant from ___________________________ or any other Bank or Financial Institution.
4. That the Declarant is/ are desirous of transferring the entire outstanding amount of Rs. _________________________ under the credit facility from ____________________________ to AU Small Finance Bank Limited ("Bank") as loan, along with Declarant's own contribution (if any) under the said credit facility.
5. That all the original Title Deeds and other relevant documents with respect to the Property deposited with _________________________ will be released only after the entire outstanding amount under the credit facility is cleared and the credit facility account with __________________ is closed.
6. That post release, the original Title Deeds and other relevant documents with respect to the aforesaid Property shall be deposited by the Declarant with the Bank as security towards the loan sanctioned/ to be sanctioned the Bank.

That the Declarant, do hereby further declare and undertake as follows:

Declarant hereby assure and would be personally responsible to get the original Title Deeds and other relevant documents with respect to the aforesaid Property released of all encumbrances and charges from ___________________________ and shall forthwith deposit the same with the Bank, within a period of 45 days immediately post closure of the credit facility account with the ________________________________.

Declarant hereby undertakes to hand over the credit facility clearance certificate/No Dues Certificate to the Bank, which shall be issued by the ___________________________ after the aforesaid credit facility account is closed.

Declarant hereby undertakes that upon failure to deposit, within the stipulated period, the original Title Deeds and other relevant documents with respect to the aforesaid Property with the Bank and/or the documents so deposited with the Bank are found to be invalid or illegal, then it shall amount to an event of default under the Loan Documents executed with the Bank and the Bank shall be at liberty and shall be entitled to initiate appropriate action available to it under the Loan Documents and applicable laws.

Declarant hereby also undertakes to indemnify and compensate the Bank and its officers for any loss, damages, cost or expenses caused to or incurred or suffered by the Bank due to the aforesaid failure to deposit the original Title Deeds and other relevant documents with respect to the aforesaid Property or sharing invalid and illegal documents with the Bank.

The Declarant acknowledges and agrees that the date of this letter shall be the date mentioned below. In case the date is kept blank and if the document is digitally/electronically signed, the date of this letter shall be the date when the letter was last signed digitally/electronically by the Declarant ("Last Digital Date").

Date & Place	Date: Place:
Name of Declarants: **1.** **2.**	Signatures: 1. ______________ 2. ______________

UNDERTAKING

I/We, ____________________________ son/daughter/wife of _________________________ aged ____ years, residing at ____________________________ **("Applicant")** along with ________________________ son/daughter/wife of _________________________ aged ____ years, residing at ______________________________________ **("Co-Applicant")**, do hereby jointly agree, confirm, declare and undertake that we have applied for housing loan for an amount of Rs. ________________/- from AU Small Finance Bank Limited on the sanction terms and conditions.

As on date of this Undertaking, we hereby confirm that the property located at ____ **("Property")** which is required to be purchased by me/us and/or constructed is the first dwelling unit and neither me/us nor any of my/our family member owns a dwelling unit/residential house in any part of India.

I/We hereby agree that whatsoever statements made by me/us hereinabove are true and correct to the best of my/our knowledge and belief, and no material information has been concealed or misstated.

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

Date & Place	Date: Place:
Name of the Applicant:	 (Signature)
Name of the Co-Applicant:	 (Signature)

UNDERTAKING BY BORROWER(S)
(FOR SELF CONSTRUCTION)

This Undertaking is made at __________ __ on ____ day of _ Month_______ Year by __________________________________ Son/Daughter/Wife of ____________________aged _____ R/o _________________________________ (hereinafter referred to as "**Borrower**" which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include its heirs, legal representatives, successor(s) and permitted assign(s) OF THE **FIRST PART.**

IN FAVOUR OF:

AU SMALL FINANCE BANK LIMITED, a small finance bank registered under Banking Regulation Act 1949 , having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur – 302001, Rajasthan and a Branch office at: ____ hereinafter referred to as "the **Bank**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) OF THE **SECOND PART**.

WHEREAS:

1. The Bank had advanced home loan facility ("**Loan**") having Loan application no. ______________, for the purchase of residential plot situated at ___________________________ and subsequently for construction of dwelling units thereon, on the terms and conditions set out in the sanction letter no. _____________ dated ______________ and loan agreement dated ___________ executed with the Bank along with other related documents duly executed by the Borrower in favor of the Bank.

2. In consideration of advancing the said Loan, the Bank has additionally requested the Borrower to provide this Undertaking as detailed below:

   A. That the Borrower is aware and hereby acknowledges that under the present Loan sanctioned by the Bank, disbursement of the loan amount into the loan account will be made in tranches. The first tranche will be disbursed by the Bank for purchase of residential plot and subsequent disbursement of tranches will be linked with the stage of construction of dwelling units on the above residential plot, by the Borrower.
   B. That the Borrower is aware and hereby acknowledges and agrees that the Loan facility sanctioned by the Bank is regulated by local laws, approving authority, state/ district development authority, building by laws and circulars of other authorities, wherein necessary construction of dwelling units on the above residential plot is required to be done by the Borrower. The Borrower hereby acknowledges and undertakes to commence construction of the dwelling units on the said plot within ___________months from the date of first disbursement of the Loan by the Bank.
   C. That the Borrower agrees, confirms and undertakes to commence construction of the dwelling units on the above residential plot within __________months from the disbursement of first tranche of the Loan by the Bank.
   D. That the Borrower hereby agrees, confirms and undertakes that the Borrower shall not violate the sanctioned plan duly approved by the government authority/department, and the construction of the dwelling units on the aforesaid residential plot shall be strictly as per the approved sanctioned plan, and it shall be the sole responsibility of the Borrower to obtain completion certificate from the appropriate authority within 3 months from the completion of construction of dwelling units on the above residential plot.
   E. That the Borrower is aware and hereby confirms and agrees that the Bank has absolute right to enter into the premises and inspect and assess the progress and stage of construction of the

dwelling units over the above residential plot. The Borrower further agrees and confirms that the Bank also has the right to withhold further disbursements, if any, under Loan and down size or recall the Loan in the event of failure by the Borrower to commence or complete the construction of dwelling units within the time stipulated in Clause C of this Undertaking and in the Sanction Letter and/or an unexplained delay in completion of construction of dwelling units and/or the construction of the dwelling units over the aforesaid residential plot is not as per applicable building bye laws/approved sanction building plan/ building norms for such construction and/or the completion certificate by the Borrower is not obtained from the appropriate authority within 3 months from the completion of construction of dwelling units.

F. That the Borrower hereby agrees, confirms and undertakes that in the event of breach, by the Borrower, of the terms of sanction specifically covered under Clause C of this Undertaking, the Bank shall be at liberty to classify the Loan of the Borrower as "non - home loan: and shall reset the applicable rate of interest as per the prevalent rate of interest for "non-home loan" which shall be in accordance with the risk adjusted pricing policy of the Bank subsequent to such classification.

G. That the Borrower hereby agrees and confirms that it is on the faith of the aforesaid representations, undertakings, and assurances that the Bank has agreed to disburse the Loan and the Borrower shall be solely responsible for any deviation of funds under the Loan. The Borrower hereby agrees, confirms and undertakes that the breach or any misrepresentation of the above representations and undertakings by the Borrower shall be construed as an event of default under the loan agreement and other documents executed by the Borrower with the Bank in relation to the aforesaid Loan, and the Bank shall be at liberty to initiate appropriate action available to it under such loan agreement and other documents and the applicable laws.

H. The Borrower shall indemnify and shall keep indemnified, saved, harmless and defend the Bank and its officials, against any claims, third party litigations, risks, actions, proceedings, losses, consequences, charges, demands, costs, liabilities and expenses whatsoever, which may be incurred or made against or demanded from the Bank or any of its directors, accountants and other officers of the Bank may have incurred/suffered, due to any of the wrong commitments or assurances given by the Borrower hereunder.

IN WITNESS WHEREOF the Borrower has executed these presents on the day, month and year, first hereinabove mentioned.

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

No Objection Certificate

I/We, _______________________________ son/daughter/wife of ____________________________ aged about _____ years, residing at ____________________________________ (hereinafter referred to as the "the Borrower/Policy holder " which expression shall include his/her heir(s), executor(s), administrator(s) and permitted assigns(s)) being insured in terms of the insurance policy bearing no. ___________________ dated __________ ("Insurance Policy") availed from ______________________ ("Insurer") to secure the ________________ under the Insurance Policy, having availed a Loan of Rs. ______________________ having loan application number ___________________________, vide Loan Agreement and Guarantee Letter dated ________________ ("the Agreement") from AU SMALL FINANCE BANK LIMITED, CIN no. L36911RJ1996PLC011381, a small finance bank, having its registered office at 19 – A, Dhuleshwar Garden, Ajmer Road, Jaipur – 302001 (hereinafter referred to as " Bank"), hereby state that Borrower has no objection to the Bank receiving the insurance claim/benefit under the Insurance Policy and the Borrower hereby is transferring and assigning its right to receive the insurance claim/benefit under the Insurance Policy to the Bank, notwithstanding any other name the Borrower may have given in any other document. The Borrower hereby also confirms that any money/claim payable to the Borrower in terms of the Insurance Policy shall be payable to the Bank (in the name of the Bank), only upto the Loan amount outstanding, in the event of the death of the Policy Holder.

This no objection certificate shall not be valid for any purpose other than for obtaining the payment of the insurance claim/benefit in respect of the Insurance Policy by the Bank.

Date & Place	Date: Place:
Name of the Borrower	(Signature)

In the presence of **WITNESSESS**:

Name of the Witness	**Address**	**Signature**
1.		
2.		

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

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

English	☐	I/We confirm that the contents of the Application Form/ Loan Agreement / Sanction Letter / Terms and Conditions in other documents were read out and explained to me/us in English and I/We confirm to have understood the same.
Hindi	☐	मैं/हम यह पुष्टि करता हूँ / करती हूँ /करते हैं कि आवेदन पत्र / ऋण अनुबंध / स्वीकृति पत्र / अन्य दस्तावेजों में नियम और शर्तों की विषय-वस्तु को पढ़कर मुझे /हमें हिन्दी में समझा दिया गया है और मैं/हम इसे समझने की पुष्टि करता हूँ / करती हूँ / करते हैं।
Assamese	☐	মই/আমি এইটো নিশ্চিত কৰো/ মই সেই আবেদন পত্ৰখন কৰোঁ/কৰোঁ/ ঋণ চুক্তি/ গ্ৰহণযোগ্যতাৰ পত্ৰ অন্যান্য নথিপত্ৰত চৰ্তাৱলী আৰু নিয়মাৱলীৰ বিষয়বস্তু পঢ়ি, মোক/আমাক অসম ভাষাত ব্যাখ্যা কৰা হৈছে আৰু মই/আমি নিশ্চিত কৰো যে আমি ইয়াক বুজি পাইছো। মই এইটো কৰিম। ব'লা কৰোঁ।
Bengali	☐	আমি/আমরা এটা নিশ্চিত করছি/ আমি সেই আবেদন ফর্মটি করি / করি / করি / ঋণ চুক্তি/ গ্রহণযোগ্যতার চিঠি অন্যান্য নথিতে শর্তাবলীর বিষয়বস্তু পড়ার পরে, আই / ইউ বাংলা ভাষায় ব্যাখ্যা করা হয়েছে এবং আমি / আমরা নিশ্চিত করি যে আমরা এটি বুঝতে পেরেছি। আমি এটা করবো। চলো এটা করি।
Gujarati	☐	હું/અમે આની પુષ્ટિ કરીએ છીએ/ હું તે અરજીપત્રક કરું છું/કરું છું/ લોન કરાર/ સ્વીકૃતિનો પત્ર અન્ય દસ્તાવેજોમાં નિયમો અને શરતોની સામગ્રી વાંચીને, મને/ અમને ગુજરાતી ભાષામાં સમજાવવામાં આવ્યા છે અને હું / અમે પુષ્ટિ કરીએ છીએ કે અમે તેને સમજીએ છીએ. હું તે કરીશ. ચાલો તે કરીએ.
Kannada	☐	ನಾನು/ನಾವು ಇದನ್ನು ದೃಢೀಕರಿಸುತ್ತೇವೆ/ ನಾನು ಆ ಅರ್ಜಿ ನಮೂನೆಯನ್ನು ಮಾಡುತ್ತೇನೆ / ಮಾಡುತ್ತೇನೆ/ ಸಾಲ ಒಪ್ಪಂದ/ ಸ್ವೀಕಾರ ಪತ್ರ ಇತರ ದಾಖಲೆಗಳಲ್ಲಿನ ನಿಯಮಗಳು ಮತ್ತು ಷರತ್ತುಗಳ ವಿಷಯಗಳನ್ನು ಓದುವ ಮೂಲಕ, ನಾನು / ನಮಗೆ ಕನ್ನಡ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಲಾಗಿದೆ ಮತ್ತು ನಾವು ಅದನ್ನು ಅರ್ಥಮಾಡಿಕೊಂಡಿದ್ದೇವೆ ಎಂದು ನಾನು / ನಾವು ದೃಢೀಕರಿಸುತ್ತೇವೆ. ನಾನು ಅದನ್ನು ಮಾಡುತ್ತೇನೆ. ಅದನ್ನು ಮಾಡೋಣ.
Konkani	☐	हांव/आमी हाची पुष्टी करतात/ हांव तो अर्ज फॉर्म करता/करता/ कर्जाचो करार/ मान्यतेचें पत्र हेर दस्ताऐवजांतले शब्द आनी शर्तींचो मजकूर वाचून म्हाका/आमकां कोंकणी भाशेंत उलोवप केल्लें आसा आनी आमकां तें समजटा हाची खात्री हांव/आमी दितात. हांव करतलो. चल करुया तें.
Maithili	☐	हम एकरा पुष्टि करैत छी हम ओआवेदन फार्म करैत छी/ ऋण संविदा/ स्वीकृति क' पत्र आन दस्ताबेजमे नियम आ शर्तक विषयवस्तु कैँ पढ़ि हमरा मैथिली भाषामे स्पष्ट कएल गेल अछि आ हम पुष्टि करैत छी जे हम एकरा बुझैत छी। हम एकरा करब। चलु ई करैत छी.
Malayalam	☐	ഞാൻ /ഞങ്ങൾ ഇത് സ്ഥിരീകരിക്കുന്നു/ ആ അപേക്ഷാ ഫോം ഞാൻ ചെയ്യുന്നു/ ചെയ്യുന്നു/ വായ്പാ കരാർ/ സമ്മതപത്രം മറ്റ് ഡോക്യുമെന്റുകളിലെ നിബന്ധനകളുടെയും വ്യവസ്ഥകളുടെയും ഉള്ളടക്കം വായിക്കുന്നതിലൂടെ, I/Us മലയാള ഭാഷയിൽ വിശദീകരിക്കുകയും ഞങ്ങൾക്ക് അത്

		മനസ്സിലാകുന്നുണ്ടെന്ന് ഞാൻ/ഞങ്ങൾ സ്ഥിരീകരിക്കുകയും ചെയ്യുന്നു. ഞാൻ ചെയ്തോളാം. നമുക്ക് ചെയ്യു നോക്കാം.
Marathi	☐	मी/ आम्ही याची पुष्टी करतो / मी तो अर्ज करतो/ कर्ज करार/ मान्यतेचे पत्र इतर दस्तऐवजामधील अटी व शर्तींचा मजकूर वाचून मला/आम्हाला मराठी भाषेत समजावून सांगितले आहे आणि मला/आम्हाला ते समजले आहे याची खात्री पटते. मी ते करीन. चला ते करूया।
Odiya	☐	ମୁଁ/ଆମେ ଏହା ନିଶ୍ଚିତ କରୁଛୁ / ମୁଁ ସେହି ଆବେଦନ ଫର୍ମ କରେ / କରେ / ଋଣ ଚୁକ୍ତିନାମା/ ସ୍ୱୀକୃତି ପତ୍ର ଅନ୍ୟ ାନ୍ୟ ଦସ୍ତାବିଜରେ ଥିବା ସର୍ତ୍ତାବଳୀର ବିଷୟବସ୍ତୁ ପଢ଼ିବା ପରେ ମୁଁ/ଆମେରିକାକୁ ଓଡ଼ିଆ ଭାଷାରେ ବର୍ଣ୍ଣନା କରାଯାଇଛି ଏବଂ ମୁଁ/ଆମେ ନିଶ୍ଚିତ କରୁଛୁ ଯେ ଆମେ ଏହାକୁ ବୁଝୁଛୁ । ମୁଁ ତାହା କରିବି। ଚାଲନ୍ତୁ ଆମେ ଏହା କରିବା।
Punjabi	☐	ਮੈਂ/ਅਸੀਂ ਇਸ ਦੀ ਪੁਸ਼ਟੀ ਕਰਦਾ/ਕਰਦੇ ਹਾਂ/ ਮੈਂ ਉਹ ਅਰਜ਼ੀ ਫਾਰਮ ਕਰਦਾ/ਕਰਦੀ ਹਾਂ/ ਕਰਦੀ ਹਾਂ/ ਕਰਦੀ ਹਾਂ ਲੋਨ ਇਕਰਾਰਨਾਮਾ/ ਮਨਜ਼ੂਰੀ ਦਾ ਪੱਤਰ ਹੋਰਨਾਂ ਦਸਤਾਵੇਜ਼ਾਂ ਵਿੱਚ ਮਦਾਂ ਅਤੇ ਸ਼ਰਤਾਂ ਦੇ ਅੰਸ਼ਾਂ ਨੂੰ ਪੜ੍ਹਨ ਦੁਆਰਾ, ਮੈਨੂੰ/ਸਾਨੂੰ ਪੰਜਾਬੀ ਭਾਸ਼ਾ ਵਿੱਚ ਸਮਝਾ ਦਿੱਤਾ ਗਿਆ ਹੈ ਅਤੇ ਮੈਂ/ਅਸੀਂ ਪੁਸ਼ਟੀ ਕਰਦੇ ਹਾਂ ਕਿ ਅਸੀਂ ਇਸਨੂੰ ਸਮਝਦੇ ਹਾਂ। ਮੈਂ ਇਹ ਕਰਾਂਗਾ। ਚਲੋ ਇਹ ਕਰੀਏ।
Sindhi	☐	آئون /اسان هن جي تصديق ڪريون ٿا /آئون اهو درخواست فارم ڪندو آهيان /ڪندو آهيان /قرض جو معاهدو /قبوليت جو خط ٻين دستاويزن ۾ اصطلاحن ۽ شرطن جي مواد کي پڙهي، آء /اسان کي سنڌي زبان ۾ بيان ڪيو ويو آهي ۽ آئون /اسين تصديق ڪريون ٿا ته اسان ان کي سمجهون ٿا .آئون اهو ڪندس .اچ ته ڪري وٺون.
Tamil	☐	நான்/நாங்கள் இதை உறுதி செய்கிறோம்/ அந்த விண்ணப்பப் படிவத்தை நான் செய்கிறேன்/ செய்கிறேன்/ கடன் ஒப்பந்தம்/ ஏற்புக் கடிதம் பிற ஆவணங்களில் உள்ள விதிமுறைகள் மற்றும் நிபந்தனைகளின் உள்ளடக்கங்களைப் படிப்பதன் மூலம், நான் / எங்களுக்கு தமிழ் மொழியில் விளக்கப்பட்டுள்ளது, நாங்கள் அதைப் புரிந்துகொள்கிறோம் என்பதை நான் / நாங்கள் உறுதிப்படுத்துகிறேன். அதை நான் செய்வேன். அதை செய்வோம்.
Telugu	☐	నేను/మేం దీనిని ధృవీకరిస్తున్నాం. నేను ఆ అప్లికేషన్ ఫారాన్ని చేస్తాను/చేస్తాను/ లోన్ కాంట్రాక్ట్/ అంగీకార పత్రం[మార్చు] ఇతర డాక్యుమెంట్లలోని నియమనిబంధనలలోని విషయాలను చదవడం ద్వారా, నేను/మాకు తెలుగు భాషలో వివరించబడ్డాయి మరియు మేము దానిని అర్థం చేసుకున్నామని నేను/మేము ధృవీకరిస్తున్నాము. నేను చేస్తాను. మనం చేద్దాం.
Urdu	☐	ہم اس کی تصدیق کرتے ہیں/ میں یہ درخواست فارم کرتا /کرتا ہوں /قرض کا معاہدہ /قبولیت کا خط دیگر دستاویزات میں شرائط و ضوابط کے مندرجات کو پڑھ کر مجھے اردو زبان میں سمجھایا گیا ہے اور ہم اس بات کی تصدیق کرتے ہیں کہ ہم اسے سمجھتے ہیں۔ میں یہ کروں گا .چلو یہ کرتے ہیں.

For the Borrower Name:	Signature:
For the Co-Borrower Name:	Signature:
For the Guarantor	

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