AU SMALL FINANCE BANK
A SCHEDULED COMMERCIAL BANK

AGREEMENT FOR PERSONAL LOAN

THIS AGREEMENT FOR PERSONAL LOAN ("Agreement") is made at the place & date mentioned in the Schedule 1/ Sanction Letter attached hereto BETWEEN
The borrower(s) whose name(s) is/are mentioned in the Schedule 1/ Sanction Letter attached hereto (hereinafter referred to as the "Borrower") of ONE PART;

AND

AU Small Finance Bank Limited, a small finance bank having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur, Rajasthan and having its Branch (defined below) at the place as mentioned in the Schedule 1/ Sanction Letter (hereinafter called the "Bank/AUSFB") of the OTHER PART.

The expressions "Borrower" and the "Bank", unless repugnant to the context, shall include their respective heirs, representatives, successors, executors, administrators and permitted assigns.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. Definitions and Interpretation

1.1 Definitions

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

"Agreement" means this personal loan agreement.

"Borrower" means one or more individual(s), singly or collectively, as the case may be or a sole proprietary firm, whose name(s) and address(s) is/are stated in the Schedule to this agreement, as Borrower(s) and

1.1.1 In case when the Borrower is one or more individual(s), each one being deemed to have made this Agreement individually and in case of more than one, all of them having agreed to liabilities hereunder jointly and severally and the term "Borrower" shall include his/her/their respective heirs, executors, administrators and legal representatives and permitted assigns.

1.1.2 In case the Borrower is a sole proprietary firm, the person whose name appears as a sole proprietor and the term Borrower shall include his/her/their heirs, executors, administrators and legal representatives and permitted assigns.

"Branch" means the branch of the Bank at the place mentioned in the Schedule 1 / Sanction Letter and where the Loan is disbursed and shall include any other branch where the Loan Account is maintained or transferred to any time at the sole discretion of the Bank.

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

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

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

"Interest Rate/ Annual Percentage Rate (APR)" means the rate at which the Bank shall compute and apply interest on the Loan, as stated in the Schedule 1/ Sanction Letter or as may be amended from time to time by the Bank.

“Key Facts Statement (KFS)” shall mean the KFS attached to this Agreement.

"Loan" means the loans granted by the Bank in terms of this Agreement and as provided under the Schedule 1/ Sanction Letter hereof. The expression "Loan" shall also mean to include the principal amount of loan and all dues outstanding thereunder if the context so requires. "Parties" means the Bank and the Borrower referred to collectively, and the word "Party" shall mean the Borrower or the Bank individually.

"Loan Account" shall mean the account of the Borrower in which the proceeds of the Loan shall be deposited.

“Penal Charges” shall mean the charges applicable at the rate as mentioned in Schedule II (Schedule of charges), payable by the Borrower to the Bank upon happening of an Event of Default as mentioned herein or breach of any of the terms of this Agreement.

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

"Schedule" means all the schedules to this Agreement.

1.2 **Interpretation**

1.2.1 In this Agreement, singular shall include plural and the masculine gender, the feminine or neutral gender.
1.2.2 Any expression not defined herein shall, if defined under General Clauses Act, 1897, carry the same meaning as assigned to it under the said Act.
1.2.3 The arrangement of clauses in this Agreement shall have no bearing on their interpretation.
1.2.4 The expression Borrower shall, when more than one, include all of them collectively or any of them individually, as the context may require.
1.2.5 The Schedule and annexures constitute integral and operative part of this Agreement.
1.2.6 Unless the context otherwise requires, reference to a Clause and/or a Schedule is to a clause and/or schedule of this Agreement and reference to a Paragraph is to a paragraph of a Schedule to this Agreement.
1.2.7 Headings to Clauses, Schedules and parts and paragraphs of the Schedules are for convenience only and do not affect the interpretation of this Agreement.
1.2.8 Reference to any statute or statutory provision shall include:
  1.2.8.1 all statutory instruments or orders including subordinated or delegated legislation (whether by way of rules, notifications, bye-laws and guidelines) made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
  1.2.8.2 such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statute or statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the statute or statutory provision referred to has directly or indirectly replaced.
1.2.9 Reference to any document includes an amendment to that document.
1.2.10 Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.
1.2.11 Words denoting the singular shall include the plural and vice versa.
1.2.12 References to the word "include" or "including" shall be construed without limitation.
1.2.13 Reference to a "Party" to any document includes that Party's successors, executors, permitted transferees and permitted assignees, as the case may be.
1.2.14 Words "hereof", "herein", "hereto", "hereunder" and words of similar import when used with reference to a specific clause in this Agreement shall refer to such clause in this Agreement and when used otherwise than in connection with specific clauses shall refer to this Agreement as a whole.
1.2.15 In the computation of periods of time from a specified date to a later specified date, the words "from" and "commencing on" mean "from and including" and "commencing on and including", respectively, and the words "to", "until" and "ending on" each mean "to but not including", "until but not including" and "ending on but not including" respectively.
1.2.16 Unless otherwise specified, whenever any payment to be made or action to be taken under this Agreement, is required to be made or taken on a day other than a Business Day, such payment shall be made, or action be taken on the immediately preceding Business Day.
1.2.17 Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.
1.2.18 Any consent, approval, determination, waiver or finding to be given or made by any Bank shall be made or given by the Bank in its sole discretion.
1.2.19 An event of default being outstanding or continuing means that it has not been remedied or waived in writing by the Bank.

1.2.20 In the event of any disagreement or dispute between the Borrower and the Bank regarding the materiality of any matter including any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank in relation to the materiality of any of the foregoing shall be final and binding on the Borrower.

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

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

2.2 The relationship between the Bank and the Borrower as lender and borrower shall commence from the date of this Agreement and subsist until all monies due and payable by the Borrower to the Bank under this Agreement and in all other documents pursuant hereto shall have been fully paid to and received by the Bank. However, the disbursement of the Loan, whether in whole or in part, shall all times be governed by Clause 4 of this Agreement and shall always be subject to Bank’s sole and absolute discretion, including but not limited to the completion of satisfactory credit and risk assessments, internal approvals, and verification of all required documentation. The Bank reserves the right to withhold or delay or cancel the disbursement without any liability until all such conditions, including credit checks and approvals, have been fulfilled to the satisfaction of the Bank. The Bank shall also be entitled to recall any disbursed amount of the Loan together with interest, fees, costs, charges and expenses and all other amounts payable by the Borrower under this Agreement and/ or declare an Event of Default under Clause 9 under this Agreement at the sole discretion of the Bank.

3. Fees, Charges, Costs and Claims

3.1 The Loan shall bear service charges, and any other fees as mentioned in the Schedule, which the Borrower agrees to reimburse to the Bank separately.

3.2 The Bank shall be entitled to recover from the Borrower prepayment charges at the rate mentioned Schedule 1 / Sanction Letter in the Schedule on the amount of Loan, repaid by the Borrower ahead of the repayment terms as mentioned in the Schedule 1/ Sanction Letter.

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

4. Disbursement

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

4.1.1 in the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan; or

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

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

4.2 The Bank shall have an unconditional right to cancel the undrawn/unavailed/unused portion of the Loan at any time during the subsistence of the Loan, without any prior notice to the Borrower, for any reason whatsoever. In the event of any such cancellation, all the provisions of this Agreement and all other related documents shall continue to be effective and valid, and the Borrower shall repay the outstanding dues under the Loan duly and punctually as provided herein.

4.3 It is understood that the charges in relation to the disbursement (including charges for issuance or for the collection of proceeds by the beneficiary on such payment order or demand draft) shall be borne by the Borrower.

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

4.4.1 The Borrower's submission to the satisfaction of the Bank of a certificate of employment from his/her employer and his/her financial statements.

4.4.2 The Borrower's submission to the Bank of post-dated cheques/ECS mandate/standing instruction mandate towards repayment installments.

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

4.4.4 Submission of all the necessary approvals and permission from, the appropriate authorities including, but not limited to approvals and certificates from corporations.

4.5 The Borrower shall repay to the Bank the amount equated in terms of monthly installments each by the first day of each calendar month or such part thereof as shall remain due and owing to the Bank. The Equated Monthly Installment shall include interest component.

5. Interest & Loan Account

5.1 Interest on the Loan shall accrue from the date on which the disbursal has been effected in the Loan Account and accordingly the computation of the first EMI shall be calculated only for the actual number of days remaining for the due date of first installment. For rest of the installments the entire period of 30 days based on a pre drawn schedule shall be taken into consideration. The disbursement of the Loan will be done by issuing the disbursement pay order / demand draft or otherwise without the Bank concerning itself with the receipt of such disbursement by the beneficiary / recipient and also with the realization of such payment order / demand draft or the time taken in such realization.
5.2 Interest on the Loan shall be computed and debited to the Loan Account on the due date in each calendar month/quarter/half year /year as stated in the Schedule 1 / Sanction Letter.
5.3 Interest tax and other levies as may be applicable from time to time on the Loan shall be borne by the Borrower.
5.4 The Bank shall be entitled to debit all other amounts due and payable by the Borrower under this Agreement (including but not limited to interest tax, fees, stamp duty, costs, service/prepayment Penal Charges, interest on overdue EMI/installment/amount interest (if applicable) and other charges, claims and expenses) to the Borrower's Loan Account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the Loan.
5.5 All amounts in default for payment (i.e. not paid by the Borrower when due to the Bank) including arrears of EMI, interest before the commencement of EMI, costs, charges and expenses debited to the Loan Account shall attract Penal Charges in addition to interest on overdue EMI/ instalment/ amount/ interest at the rate mentioned in Schedule 2 (Schedule of Charges).
5.6 Interest on the Loan shall be computed and debited to the Loan Account taking the basis of 365 days a year.

6. Repayment

6.1 The Loan (including the principal, interest, Penal Charges 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:
  6.1.1 at the Branch (or at any other branch of the Bank or at any other place as may be notified by the Bank);
  6.1.2 by way of EMI as mentioned in the Schedule 1/ Sanction Letter towards repayment of principal and interest; and
  6.1.3 by separate repayments towards repayment of Penal Charges, interest on overdue EMI/ instalment/ amount/ interest (if applicable), fees, charges, taxes, claims, costs and expenses charged to the Loan Account.
6.2 The EMI amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the Interest Rate/APR, periodicity of repayment, of the entire liability under the Loan at the end of its tenor and the Borrower agrees to continue paying EMIs until all amounts due under the Loan have been repaid in full to the Bank.
6.3 The Borrowers shall amortize the Loan, if not demanded earlier by the Bank as stipulated in and in accordance with and subject to the Repayment Terms hereto.
6.4 No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI regularly on each due date. It shall entirely be his/her responsibility to ensure prompt and timely payment to the Bank. Instalment schedule is normally equated monthly (it could be quarterly or Half yearly in case of Tractor loans) subject to the terms & conditions of the repayment schedule and to overcome operational issues, holidays etc, It is advised that the Borrower shall at all times keep sufficient balance in bank accounts prior to due date of EMI, for clearance of EMI on due dates, to avoid penal Charges and other charges and avoid delinquency status. Any delay or default in payment of any EMI shall make the Borrower liable to pay to the Bank,interest Penal Charges, interest on overdue EMI/ instalment/ amount/ interest (if applicable) (for the period of such default till the time such default is cured) as mentioned in the Schedule 2 (Schedule of Charges), besides constituting a default thereby making all sums under this Agreement due and payable to the Bank forthwith.
6.5 All repayments of principal, payment of interest, Penal Charges, interest on overdue EMI/ instalment/ amount/ interest (if applicable) and all other amounts by way of EMI or otherwise shall be given effect to in the Loan Account in accordance with the method of effecting payment as stated in the Schedules below or as adopted by the Bank from time to time.
6.6 Repayments ahead of the repayment terms shall attract prepayment charges as stated in the Schedule 1 / Sanction Letter.

7. Bank's Rights

The Bank shall, in relation to the Loan:

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

7.2 have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of Interest Rate, periodicity of compounding interest, method of effecting credit of the repayments without assigning any reason or notifying the Borrower and the Borrower agrees that such revision shall become applicable from date of such revision in the records of the Bank;

7.3 have the right to receive and adjust any payment/s that it may receive as an assignee of the insurance in relation to the property that may have been provided as security;

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

7.5 be entitled to require the Borrower, in the event of the Borrower opting to resign or retire from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever, to instruct his/her employer to remit the entire dues (including provident fund, gratuity and compensation) becoming payable by the Borrower from his/her employer on account of his/her such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Loan.

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

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

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

8.1.1 has given complete and correct information and details in the application form about himself/herself;

8.1.2 shall make available to the Bank such security (including mortgage over the property as mentioned in Schedule 1/ Sanction Letter in such form and substance as may be required by the Bank;

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

8.1.4 shall ensure that the purpose for which the Loan is advanced by the Bank is fulfilled in all respects and produced to the Bank, and the necessary documents evidencing utilization of the Loan, as may be required by the Bank, shall be submitted to the Bank. The Borrower expressly undertakes and agrees that as provided under Clause 2.3.10 of the Master Circular on Loans and Advances- statutory and other restrictions dated July 01, 2015, issued by RBI (DBR.No.Dir.BC.10/13.03.00/2015-16), the proceeds of the Loan shall not, under any circumstances, be used for the purchase of gold in any form, including but not limited to primary gold, gold bullion, gold jewellery, gold coins, units of Gold Exchange Traded Funds (ETFs), units of gold mutual funds, or for making investments in silver bullion or any transactions involving bullion dealers which are or may be construed as speculative in nature. The Borrower further confirms compliance with all applicable guidelines, circulars, and directions issued by RBI from time to time. Any breach of this clause shall constitute an Event of Default and shall entitle the Bank to take appropriate legal and remedial action, as per the terms of this Agreement;

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

8.1.6 shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the Loan in accordance with the repayment terms mentioned in the Schedule 1 / Sanction Letter;

8.1.7 shall (in case of more than one Borrower) be jointly and severally liable to repay the Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
8.1.8 where applicable, shall inform the Bank of any likely change in his/her employment;
8.1.9 shall not stand surety or guarantor for any third party liability or obligation;
8.1.10 being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;
8.1.11 shall keep himself/herself aware of the rules of the Bank, pertaining to Loan, and in force from time to time;
8.1.12 In the event of Savings Account/s of the Borrower/s being closed or being shifted from the Bank to any other bank, the Borrower/s shall within 15 days of such closure or shifting of account, arrange to the satisfaction of the Bank any other alternative mode of payment of the installments either by way of ECS or by submitting PDC's, failing which the Bank would have an option to recall the outstanding Loan of the Borrower/s.
8.1.13 The Borrower hereby acknowledges and agrees that the Bank has a right to award a separate mandate to its auditor or any independent auditor, as the Bank may deem fit, with a view to obtain a specific certificate regarding diversion /siphoning of funds by the Borrower. The Borrower agrees and undertakes to co-operate with such auditors and provide the necessary information and/or documents as may be required by such auditors. The Borrower also agrees and undertakes to bear all the expenditure in respect of obtaining the said certificate and agrees to indemnify and keep the Bank indemnified in this regard.
8.1.14 All outstanding dues, of an amount of Rs. 1,000, or above, payable to any creditor of the Borrower (including any operational or financial creditor) have been paid on the relevant due date and no insolvency proceedings have been initiated or filed against the Borrower.
8.1.15 The Borrower shall supply to the Bank, promptly upon becoming aware of them, the details of any filing by any creditor (financial creditor or operational creditor) which are made or threatened against him/her, in accordance with the provisions of the Insolvency and Bankruptcy Code, 2016 or any analogous laws.
8.1.16 The Borrower/Proprietor has not been declared to be a willful defaulter. Borrower confirms that he/she has neither been in default nor have been included in any list of defaulters (including willful defaulters) of RBI or any other lender or have committed breach of any agreement with any person who has provided loan or deposits or advances or guarantees or other financial facilities to Borrower or any regulatory or statutory authority.
8.1.17 Borrower unconditionally agree, undertake, and acknowledge that Bank shall have the right to unconditionally cancel its outstanding un-drawn commitment in the event of deterioration of Borrower creditworthiness.

For the purpose of the above clause, deterioration in creditworthiness shall in include without limitation:

8.1.17.1 downgrade by a Credit Rating Agency.
8.1.17.2 Inclusion in RBI's willful defaulter list.
8.1.17.3 Closure of a significant of my/our operating capacity.
8.1.17.4 Decline in the profit after tax as per prevailing policy of the bank.
8.1.17.5 Any adverse comment from the statutory auditor in my/our books; and
8.1.17.6 Failure by Borrower to comply with the Terms and Conditions of Loan.

8.2 The Borrower declares, assures and states that the Borrower is not a director nor a specified near relative of any director of the Bank or any other banks including scheduled co-operative banks, subsidiaries/trustees of mutual funds/ venture capital funds; and the Borrower is not a relative of any senior officer of the Bank or of any other bank.
8.3 The Borrower makes the above declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith and strength of the correctness thereof the Bank has agreed to grant the Facility. The Borrower also agrees that it is a condition of the grant of the facility that if any statement made with reference to the above is found to be false at any time the Bank shall be at liberty and entitled to revoke the facility.
8.4 The Borrower accepts, acknowledges and confirms that the Bank shall be entitled to deduct upfront from the Loan amount (in the event not paid by the Borrower before disbursement), the charges as specifically mentioned in the Sanction Letter/ KFS (KFS as annexed hereunder) and/ or any other document related to the Loan at the time of disbursement of the Loan amount. The Bank shall disburse the balance Loan amount to the Borrower or any third party on behalf of the Borrower, as the case may be, and the Borrower shall be liable to repay the Loan amount along with the interest as agreed and on such dates/ intervals as and when the same becomes due.
8.5 The Borrower confirms that the Lender may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn/unavailed/unused portion of the Facility (in whole or part) at any time during the subsistence of this Agreement, at its sole- discretion, without giving any prior notice to the Borrower(s) or without assigning any reasons thereof. The Lender shall also be entitled to recall any disbursed amount of the Facility together with interest, fees, costs, charges and expenses and all other amounts payable by the Borrower under this Agreement. In the event of any such cancellation/reduction/revocation/modification and/or recall, all the provisions of this Agreement and all other related documents shall continue to be effective and valid and the Borrower shall repay the outstanding dues under this Agreement duly and punctually as provided herein.
8.6 Appointment of Third Parties/Recovery Agents: The Bank may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under the Agreement either by itself (through its officers or employees) or through its appointed third parties (including recovery agents).

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

9. Events of default

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

9.1 The Borrower fails to pay to the Bank any amount when due and payable under this Agreement.
9.2 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;
9.3 The Borrower defaults in performing any of his/her obligations under this Agreement or breaches any of the terms or conditions of this Agreement;
9.4 The Borrower opts to resign or retires from the employment prior to the age of superannuation or is discharged or removed from service before such date for any reason whatsoever or if the Borrower dies ;
9.5 Any of the information provided by the Borrower to avail the Loan or any of his/her representations, warranties herein being found to be or becoming incorrect or untrue;
9.6 Any person commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commits act of insolvency under any applicable law;
9.7 The value of the security (including guarantee/s) created or tendered by the Borrower, in the sole discretion and decision of the Bank, depreciates, entitling the Bank to call for further security and the Borrower fails to give additional security.
9.8 On or at any time after the happening of an Event of Default, Bank may (without prejudice to the other rights and remedies available to it under this Agreement or under law) by notice in writing to the Borrower declare that:
   9.8.1 The Loan and all interest accrued and all costs, Penal Charge(s), and other charges, if any, expenses and other sums outstanding under this document and the Loan are immediately due and payable to Bank, whereupon the same shall become due and payable by the Borrower forthwith in accordance with the terms of the notice without any further notice of default, presentment or demand for payment, protest or notice of non-payment or dishonour or other notice or demand of any kind or nature whatsoever; and
   9.8.2 Exercise any right, power or remedy permitted to it by law, including by suit, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in this document or for an injunction against a violation of any of the terms and conditions as per this Agreement applicable to the Loan, or in aid of the exercise of any power or right granted in this document and/or as a creditor.
9.9 Any other condition that the Lender may, in its sole discretion deem fit.

10. Assignment and Transfer

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

11. Bank's appointment of Agent

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

12. Miscellaneous

12.1 If at any time the Bank is of the opinion that the value of the security/ guarantee prescribed/ provided for the Loan is not adequate or sufficient for the purpose of securing the due repayment of the Loan, and monies due thereon, the Bank shall be entitled to call for any additional security by notice in writing and the Borrower shall be bound to comply with the said notice and provide any additional security satisfactory to the Bank within 30 days from the receipt of the letter.

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

12.3 The Borrower declares and confirms that he/she is not a party to any litigation of any material character affecting the security and Borrower is not aware of any facts likely to give rise to such litigation or any material claims or enquiries from any tax authorities or other statutory authorities.

12.4 Interest on the amount of the loan will be applied at the rate specified in the Schedule 1 / Sanction Letter to the Agreement.

12.5 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:

- 12.5.1 costs, charges and expenses that the Bank may expend to service, enforce and maintain the security and therefore recover the Loan, interest and all sums due and payable by the Borrower to the Bank under this Agreement;
- 12.5.2 interest on amounts in default and loss of profit on the defaulted amount/s
- 12.5.3 prepayment charges;
- 12.5.4 interest; and
- 12.5.5 principal amount of the Loan

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

12.7 The Parties confirm that this Agreement and its Schedule and any other documentation pursuant to it represent one single agreement between the Parties.

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

12.9 This Agreement, the security and other documentation pursuant hereto shall be governed by and construed in accordance with the laws of India. The Courts having jurisdiction where the Branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, the security and other documentation pursuant hereto

12.10 The addresses of the Parties shall be as mentioned under the Schedule 1 / Sanction Letter. The Borrower shall forthwith inform the Bank of any change in his/her address (current residence and office).

12.11 Any notice or request, required or permitted under this Agreement to be given by either Party to the other shall be only in writing and sent on the address of the other Party as mentioned in the Schedule 1 / Sanction Letter (or in case to the Borrower, on the address of the Borrower last known to the Bank):

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

13. Digital Sign & Electronic Media:

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

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

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

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

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

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

13.7 The Borrower irrevocably agrees and consents that the authorized signatory is hereby authorized to authenticate/e-sign/affix digital signature for the purposes of the Loan on any e-platform/digitized platform as may be desired by the Bank. The Borrower understands and agrees that the Borrower shall keep its electronic devices used for execution of this Agreement fully updated and protected against any virus, malfunction or cyber related threats. The Borrower agrees that neither the Bank or any eservice/software provider intermediary shall be held responsible for any failure or defect of Borrower's equipment, other software, facilities, third party applications employed by the Borrower, or internet connectivity or for any reasons in relation to the use of the e-platform/digital platform of the Bank or through any vendor/s appointed by the Bank and electronic and/or digital stamping and /or execution of this Agreement and related documents.

13.8 The provisions mentioned in clause 13.1- 13.7 shall apply to all if the documents are digitally executed by the Borrower and/or Coborrowers in relation to the Loan.

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

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

13.11 In consideration of the Bank permitting the same, the Borrower hereby irrevocably, confirms and undertakes to the Bank as under:

13.11.1 The Bank shall be entitled (without being bound to do so) to rely upon the Communications provided through the Electronic Media (and believe the same to be genuine), for their requirements. In case of any question as to what were Communications provided or received, the records of the Electronic Media received by the Bank shall be treated as final, conclusive and binding.

13.11.2 The Borrower has ensured and shall ensure that the Communications provided through the Electronic Media to the Bank are provided by the Borrower and hereby agrees and confirms that the Bank shall not be responsible for conducting any verification whatsoever in this regard.

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

13.11.4 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.

13.11.5 The Bank shall not be required to await receipt of the Communications in writing before taking any action in connection with the Communications provided through any Electronic Media and the non-delivery and non-conformity of such Communications in writing shall not in any manner prejudice the Bank's rights under this Agreement or otherwise.

13.11.6 The Bank may at any time whatsoever without assigning any reason withdraw or modify or add the Loan provided to the Borrower in relation to the Communications through Electronic Media.

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

14. Other Provisions

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

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

14.2.1 information and data relating to Borrower(s);

14.2.2 the information or data relating to Borrower(s)' obligations in any credit facility granted/ to be granted by the Bank;

14.2.3 default, if any, committed by Borrower in discharge of its obligation as the Bank may deem appropriate and necessary to disclose and furnish to TransUnion CIBIL Limited ("CIBIL") and any other agency authorized in this behalf by Reserve Bank of India.

14.3 The borrower declares that the information and data furnished by the Borrower to the Bank are true and correct. The Borrower undertake that:

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

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

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

14.5 The Parties hereto unconditionally agree and accept that, any matters, questions, differences and/or dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof shall be resolved through arbitration proceedings under the Arbitration and Conciliation Act, 1996 (as amended from time to time). Both the Parties also irrevocably agree that seat of all/any arbitration proceedings shall be at Jaipur and the parties have accepted the online mode for conduct of arbitration proceedings. The Parties further agree that the arbitration proceedings shall be conducted online under the aegis of any of the arbitral/ selected ODR (Online Dispute Resolution) institutions mentioned in the Schedule A to the present Agreement. In case the Borrower/ Obligor opts for/ chooses physical arbitration proceedings in place of ODR then they shall opt for the same by sending a relevant written communication in this regard to the selected ODR institute within 7 days of initiation of online arbitration proceeding, at the decided venue/ seat of arbitration i.e., Jaipur. The list of arbitral/ ODR Institutes has been chosen by the Parties after evaluating the concept, process and methodology adopted by them and the parties unequivocally agrees to follows the same. The award given by the competent arbitrator(s) by the selected Arbitral/ ODR institution under the aegis of such ODR institution(s) shall be final and binding on all Parties to the Agreement. In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur, India will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

14.6 The Bank shall be entitled to offer further credit facilities by way of enhancement to the Borrower and the Borrower/authorized representative, if interested, shall record his/her consent over phone for availing the credit facilities. The consent of the Borrower /authorized representative, so recorded, shall be binding on them and shall constitute a legally valid agreement. The terms and conditions of this loan agreement and sanction letter, if any, shall also apply to the credit facilities offered over phone to the Borrower.

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

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

15. Lien and Set Off

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

16. Grievance Redressal Mechanism

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

17. Privacy Policy:

Kindly refer link https://www.aubank.in/privacy-policy

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Schedule 1/ Sanction Letter

S. No.	Particulars	Details
1	Date of the Execution	27-05-2025
2	Place of Execution	Jaipur
3	Application	**Application Form no. :** **Application Form Date:**
4	Constitution of the Applicant/Borrower	NA
5	Applicant/ Borrower	Name: Fathers/Husband Name: Address: Mobile No: Email ID: Office Address: Office Telephone No:
6	Details of Lender/Bank	Name: AU SMALL FINANCE BANK LIMITED Branch: Dhuleshwar Garden, Ajmer Road, Jaipur
7	Repayment Account	Account Holder name: Account no.: Bank Name: IFSC:
8	Loan Details	• Product type: As per KFS • Type of Loan: As per KFS • Loan Amount: As per KFS • Tenure: As per KFS • Total Interest Amount (including Broken period interest : As per KFS • Total payable (c+e): As per KFS • Loan Account No.: • Purpose:
9	Deductions/Upfront Charges payable by the Applicant /Borrower	As per KFS
10	Net Disbursement 9(c)-10(e)	As per KFS
11	Total amount paid by the borrower	As per KFS
12	Loan Disbursement Details	As per Disbursal Request or any other instruction given by the Borrower.
13	Mode of Disbursement	The Bank shall make disbursements via any electronic mode of transfer viz NEFT, IMPS, RTGS into the designated account provided by the Borrower or as per the Disbursal Request.
14	Date of Reset of Interest	Date of change in base rate or review of the account
15	Interest Rate/*Annual Percentage Rate (APR) (“ROI”)	As per KFS
16	Penal Charges	As per Schedule 2 (Schedule of Charges)
17	Interest on overdue EMI/instalment/amount/interest	As per KFS

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18	EMI Details	(a) EMI Amount: AS per KFS (b) Total Number of EMI: AS per KFS (c) EMI Start Date: AS per KFS (d) EMI Due Date: AS per KFS (e) EMI Tenure: AS per KFS (f) EMI Frequency: Payable Monthly As per KFS (g) Moratorium: of ___________months/days starting from _____________and continuing till date of First EMI as mentioned above. (if applicable)
19	Schedule Of Charges	As per the Schedule 2 (Schedule of Charges)
20	Cooling of period	As per KFS
21	Lending Services Partner ("LSP") (if applicable)	NA
22	Nodal Grievance redressal officer	As per KFS

****all calculations are as of 27-05-2025**

(Charges Applicable: GST and other government taxes applicable as per prevailing rate will be charged over and above the fees and charges)

Notwithstanding anything mentioned above, the Bank can add, delete, modify all or any of the above aforesaid terms & conditions without any reference to the Borrower.

All other charges shall be as uploaded on AU Small Finance Bank's website at www.aubank.in.

*APR: "Shall mean and include the effective annualized rate charged to the Applicant/Borrower under Loan Agreement/terms of Sanction and it shall be based on an all-inclusive cost and margin including cost of funds, credit cost and operating cost, processing fee, verification charges, maintenance charges, etc. of the Lender and exclude contingent charges like Penal Charges, other charges, etc.

Cooling off/look-up period: A cooling off/ look-up period as mentioned in the Key Fact Statement (KFS)shall be the time window as mentioned in the KFS and shall be available with the Applicant/Borrowers for exiting the Loan availed in case an Applicant/Borrower decides not to continue with the loan and there shall be no pre-payment charges for prepayment of the Loan during Cooling off/look up period, however the Applicant/Borrower shall be liable to pay proportionate interest for the number of days up to the number of days the amount is utilized by the Applicant/Borrower within Cooling Off Period.

Lending Service Provider (LSP): shall mean and include such an agent of a Lender, as mentioned in the key fact statement or such other agent changed from time to time and communicated to the applicant/borrower, who shall carry out one or more of Lender's functions or part thereof including but not limited to servicing, monitoring, recovery of loan availed by the applicant/borrower or loan portfolio on behalf of Lender in conformity with extant outsourcing guidelines issued by the Reserve Bank of India.

Schedule 2 (Schedule of Charges)

S. No.	Parameters	Unsecured Loans
1	Interest Rate	Up to 30% p.a.
2	Loan Processing Charges	Up to 4% of loan amount subject to a minimum of Rs 2000/-
3	Cooling period for Loan Cancellation	3 working days from date of loan disbursement (customer can exit the loan by paying the principal and the proportionate APR without any penalty within cooling period)
4	Stamping Charges	As per State's Stamp Act
5	Interest on overdue EMI	At the contracted rate of Interest (Loan IRR)
	Penal Charges on EMI default	Rs 0.65 per Rs 1000 (or every part thereof) will be charged daily on overdue EMI

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6	Foreclosure/Prepayment charges	If paid before 12 months of the last disbursement date, then 5% of the balance amount at the time of closure.	
		If paid after 12 months from the last disbursement date, then 3% of the balance amount at the time of closure.	
7	Part Foreclosure	Not Allowed	
8	Collection Charges	₹ 600 per visit	
9	EMI Return (Cheque/SI/ACH/ECS) Charges	₹ 500	
10	Issuance of Duplicate NOC	₹ 500 for personal loan NA for business loan	
11	Statement of Account through Branch	₹ 500 for personal loan (No charges on AU 0101 Mobile/Internet Banking) NA for business loan	
12	Duplicate Amortization/Repayment Schedule	₹ 500 for personal loan NA for business loan	
13	Swap Charges (Replacement of Mandate/SI)	₹ 1,000 for personal loan NA for business loan	
14	Foreclosure Statement Charges	₹ 500	
15	Cash Collection Charges	Rs.5 per Rs. 1000, plus 18% GST for cash deposit above Rs. 20,000 for Prepayments and Foreclosures	
16	Legal and Courier Charges	₹ 100	
17	Legal/Sarfeasi/Incidental Charges	Arbitration	upto Rs. 5100
		Execution of Arbitration Awards	upto Rs. 6800
		Complaint U/s 138 (NI Act)/25 (PASS Act)	upto Rs. 6800
		Issue of Notice U/s 13(2) of SARFAESI Act	upto Rs. 11100
		Enforcement Action U/s 14 SARFAESI Act	upto Rs. 17000
		Any Other Legal Action taken by or against Bank	At Actuals
		*GST applicable as per act	
18	Tele Collection Charges	₹ 40	
19	Credit Life Insurance	T&C of insurance company would be applicable for customers taking credit life insurance	
20	Repayment Hierarchy	Unsecured loans would get precedence in the repayment hierarchy in case of two or more loans to same customer.	

1. All of the above fees and charges are subject to change as per the Bank's discretion from time to time. Changes in fees and charges are updated on the bank's website (www.aubank.in).
2. The charges as applicable on the date of levy and reflecting in the Schedule of Charges of the Bank shall be applicable and binding.
3. All of the above fees/charges are exclusive of all statutory and Government taxes.

NOTE:

1. Charges are as applicable for the respective Personal Loan product variants as defined by AU Small Finance Bank.
2. GST and other government taxes applicable as per prevailing rate will be charged over and above the fees and charges.

However, SOC available on the bank website should be considered as the updated SOC:
https://www.aubank.in/Schedule_of_Charges_personal_loan-Personal_Loans_SOC.pdf

Schedule A

1	Exclusive jurisdiction in favour of Court(s) & Tribunal(s) at	Jaipur
2	List of Arbitral Institutions / Online Disputes Resolution platform for resolution of disputes by way of Mediation / Arbitration and conciliation	a) Name: CLRMDR Address: D-871 GROUND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 9717012845 Emails ID:- info@clrmdr.com
		b) Name: Resolvere Address: D-871 SECOND FLOOR NEW FRIENDS COLONY NEW DELHI -110025 Contact Details: 011-45131430 Emails ID:- resolvere.info@gmail.com
		c) Name: Easy Solution Address: G-18/41, Ground Floor, Sector-15, Rohini, New Delhi-110089 Contact Details: 9212710624 MAIL ID: DJRBCLEGAL18@YAHOO.COM
3	Seat of arbitration	Jaipur shall be the seat / venue for Arbitration in the case of proceedings being held physically. In case of hybrid and online disputes resolution proceedings, Jaipur shall be deemed to be the Seat of Arbitration
4	Preferred language of Arbitral Proceedings	English
5	Co-ordinates of Borrower(s) / Guarantor(s) for conduct of Arbitration / Mediation proceedings online.	
	Borrower	Registered Mobile No. 9810427234
		Registered WhatsApp No.
		Registered E-mail ID sujeetkumardelhi81@gmail.com
	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.		

Key Facts Statement

Part 1 (Interest rate and fees/charges)

1	**Application Number**		PL-0000055980	**Type of Loan**	Personal Loan		
2	**Sanctioned Loan amount (in Rupees)**			110000			
3	**Disbursal Schedule** (i) Disbursement in stages or 100% upfront (ii) If it is stage wise, mention the clause of loan agreement having relevant details			100 %			
4	**Loan term (year/months/days)**			24			
5	**Installment details**						
Type of installments		Numbers of EPIs/EMIs		EPI/EMI (₹)	Commencement of repayment, post sanction		
Monthly		24		5558.00	This is subject to disbursement. If the disbursement is done between 1st day and 20th day of the month, then EMI will start on 5th day of next month. If the disbursement is done between 21th day and the last day of the month, then EMI will start on the 5th day of next-to-next month.		
6	**Interest rate (%) and type (fixed or floating or hybrid)**				19.25 and Fixed		
7	**Additional Information in case of Floating rate of interest**						
Reference Benchmark	Benchmark rate (%) (B)	Spread (%) (S)	Final rate (%) R = (B) + (S)	Reset periodicity (Months)		Impact of change in the reference benchmark (for 25 bps change in 'R'. change in:)	
				B	S	EPI (₹)	No. of EPIs
8	**Fee/ Charges**						
		Payable to the RE (A)			Payable to the third party through RE (B)		
			One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable	One-time/Recurring	Amount (in ₹) or Percentage (%) as applicable	
(i)	Processing fees		One Time	2200.00			
(ii)	Insurance charges		One Time				
(iii)	Stamp Duty		One Time	359.00			
(iv)	GST		One Time	396.00			
(v)	Any other (please specify)						
9	**Annual Percentage Rate (APR) %**			22.10			
10	**Details of Contingent Charges (in ₹ or %, as applicable)** - as per the Annex A						

Stamp Ref No: IN-RJ09290509414932X

Part 2 (Other qualitative information)

<table>
<tr><td>1</td><td>Clause of Loan agreement relating to engagement of recovery agents</td><td colspan="3">The Bank may, in its sole discretion, exercise or discharge any of its rights, functions, powers or duties under the Agreement either by itself (through its officers or employees) or through its appointed third parties (including recovery agents).
The Borrower confirms and expressly consents to the Bank that upon occurrence of an Event of Default, the Bank either by itself (through its officers or employees) or through its appointed third parties (including recovery agents) to use the contact details provided by the Borrower and Guarantor to the Bank to get in touch with the Borrower/Guarantor including their authorized signatory(ies)/ representative(s) and family members and disclose them relevant details pertaining to the Loan. Bank has Board approved Collection of Dues and Repossession of Security Interest policy which is uploaded at Bank's website. Policy lists down the fair practices with regards to Collection of Dues and Repossession of Security and thereby fostering customer confidence and long-term relationship. The Bank may also use the services of recovery agents for Collection of dues and Repossession of Security" Detailed policy can be referred through below given link. https://www.aubank.in/Notice-Slider-3-3-policy-on-collection-of-dues-and-repossession-of-security.pdf</td></tr>
<tr><td>2</td><td>Clause of Loan agreement which details grievance redressal mechanism</td><td colspan="3">For redressal of any grievance arising out of this Agreement, the Borrower may adopt the redressal mechanism laid down in the grievance redressal policy of the Bank which is uploaded on the Bank's website www.aubank.in and/or may contact the nodal grievance redressal officer, as per the matrix and on the email/phone number provided hereunder.</td></tr>
<tr><td rowspan="4">3</td><td rowspan="4">Phone number and email id of the nodal grievance redressal officer</td><td rowspan="2">Level 1</td><td>Call Centre</td><td>Call: 1800 1200 1200

Email: customercare@aubank.in

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

Please visit www.aubank.in on the "Contact us" and click on the "Details of Principal Nodal Officer and Regional Nodal Officers" link or access the link below for the details of relevant Regional Nodal Officer:
https://www.aubank.in/grievance-redressal-mechanism-grievance-redressal-mechanism.pdf</td></tr>
<tr><td>Level 3</td><td>Principal Nodal Officer</td><td>If the complaint is not resolved or if the customer is not satisfied with the resolution provided within 15 working days, even after contacting various complaint resolution channels, the complaint may be escalated to the Principal Nodal Officer at:

Address: Bank House, 6th Floor, Mile 0, Ajmer Road, Jaipur, Rajasthan- 302001

Email:pno@aubank.in</td></tr>
<tr><td>4</td><td>Whether the loan is, or in future maybe, subject to transfer to other REs or securitization (Yes/ No)</td><td colspan="3">Yes</td></tr>
<tr><td>5</td><td colspan="4">In case of lending under collaborative lending arrangements (e.g., co-lending/ outsourcing), following additional details may be furnished:</td></tr>
</table>

Name of the originating RE, along with its funding proportion	Name of the partner RE along with its proportion of funding	Blended rate of interest

6	In case of digital loans, following specific disclosures may be furnished:
(i) Cooling off/look-up period, in terms of RE's board approved policy, during which borrower shall not be charged any penalty on prepayment of loan	3 days from the date of disbursement. (During this period the Applicant/ Borrower shall not be charged any penalty on the prepayment of the loan amount, however the Applicant/ Borrower shall be liable to pay proportionate interest for the number of days and till the time the amount is utilized by the Applicant/Borrower and not paid back during Cooling Off Period).
(ii) Details of LSP acting as recovery agent and authorized to approach the borrower	

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Annex B – Computation of APR

Sr. No.	Parameter	Details
1	Sanctioned Loan amount (in Rupees) (Sl no. 2 of the KFS template – Part 1)	110000
2	Loan Term (in years/ months/ days) (Sl No.4 of the KFS template – Part 1)	24
a)	No. of instalments for payment of principal, in case of nonequated periodic loans	
b)	Type of EPI Amount of each EPI (in Rupees) and nos. of EPIs (e.g., no. of EMIs in case of monthly instalments) (Sl No. 5 of the KFS template – Part 1)	Monthly 5558.00 24
c)	No. of instalments for payment of capitalized interest, if any	
d)	Commencement of repayments, post sanction (Sl No. 5 of the KFS template – Part 1)	This is subject to disbursement. If the disbursement is done between 1st day and 20th day of the month, then EMI will start on 5th day of next month. If the disbursement is done between 21th day and the last day of the month, then EMI will start on the 5th day of next-to-next month.
3	Interest rate type (fixed or floating or hybrid) (Sl No. 6 of the KFS template – Part 1)	Fixed
4	Rate of Interest (Sl No. 6 of the KFS template – Part 1)	19.25 %
5	Total Interest Amount to be charged during the entire tenor of the loan as per the rate prevailing on sanction date (in Rupees)	23392.0
6	Fee/ Charges payable (in Rupees)	2955
A	Payable to the RE (Sl No.8A of the KFS template-Part 1)	2955
B	Payable to third-party routed through RE (Sl No.8B of the KFS template – Part 1)	
7	Net disbursed amount (1-6) (in Rupees)	107045.00
8	Total amount to be paid by the borrower (sum of 1 and 5) (in Rupees)	133392.0
9	Annual Percentage rate- Effective annualized interest rate (in percentage) (Sl No.9 of the KFS template-Part 1)	22.10
10	Schedule of disbursement as per terms and conditions	100 %

11	Due date of payment of instalment and interest	This is subject to disbursement. If the disbursement is done between 1st day and 20th day of the month, then EMI will start on 5th day of next month. If the disbursement is done between 21th day and the last day of the month, then EMI will start on the 5th day of next-to-next month.

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Annexure- 1

LETTER OF GENERAL LIEN AND SET OFF

To,

AU Small Finance Bank Limited,

("Lender/ Bank"),

LETTER OF GENERAL LIEN, SET-OFF IN RESPECT OF DEPOSITS/CREDIT BALANCES/MARGIN PAYMENTS/ MONIES created in favour of the Lender and CROSS COLLATERIZATION/CROSS LINKING of PROPERTIES, SECURITIES, ASSETS, RECEIVABLES AND SECURITY INTERESTS ("SECURITY") in consideration of the Lender granting or continuing to make available loan/ facility of Rs. 110000 (Rupees _______________) ("Facility") to the Undersigned, pursuant to the terms of sanction letter ref ___________dated 27-05-2025.

The Undersigned hereby acknowledges, agrees and undertakes that: -

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

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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”).
   - 4.1 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:
     - 4.1.1 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.
     - 4.1.2 facility granted / continued to the group companies/associate/affiliates of the Undersigned, as declared from time to time.
   - 4.2 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.
   - 4.3 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.
   - 4.4 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.
   - 4.5 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.
   - 4.6 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, ll 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 Undersigned acknowledge and agree that the date of this letter shall be the date as mentioned in this letter. In case the date is kept blank in this letter and if the document is digitally/electronically signed, the date of this letter shall be the date when the letter was last signed digitally/electronically by the Borrower/executor (“Last Digital Date”). With respect to date of execution of documents executed in relation to the Facility/Loan, the same understanding shall be applied where the document is to be signed by more than one person.

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

Annexure- 2

Illustration of SMA, NPA classification and NPA upgradation

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 39 Days	NPA

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

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

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

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

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

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

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

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

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

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

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

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

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

DECLARATION

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

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

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

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