

AGREEMENT FOR PERSONAL LOAN

THIS AGREEMENT FOR PERSONAL LOAN ("Agreement") is made at the place & date mentioned in the Schedule attached hereto
BETWEEN

The borrower(s) whose name(s) is/are mentioned in the Schedule 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 (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

(i) 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.

(ii) 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 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.

"Default Interest Rate" means the rate at which the Bank shall compute and apply interest on all amounts not paid when due for payment (or reimbursement) by the Borrower to the Bank, as stated in the Schedule or as may be amended from time to time by the Bank.

"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" means the rate at which the Bank shall compute and apply interest on the Loan, as stated in the Schedule or as may be amended from time to time by the Bank.

"Loan" means the loans granted by the Bank in terms of this Agreement and as provided under the Schedule 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.

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

"Schedule" means the schedule to this Agreement.

1.2. Interpretation

(i) In this Agreement, singular shall include plural and the masculine gender, the feminine or neutral gender.

(ii) 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.

(iii) The arrangement of clauses in this Agreement shall have no bearing on their interpretation.

(iv) The expression Borrower shall, when more than one, include all of them collectively or any of them individually, as the context may required.

(v) The Schedule constitutes an integral and operative part of this Agreement.

(vi) 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.

(vii) Headings to Clauses, Schedules and parts and paragraphs of the Schedules are for convenience only and do not affect the interpretation of this Agreement.

(viii) Reference to any statute or statutory provision shall include:

(a) 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);

(b) 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.

(ix) Reference to any document includes an amendment to that document.

(x) Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly.

(xi) Words denoting the singular shall include the plural and vice versa.

(xii) References to the word "include" or "including" shall be construed without limitation.

(xiii) Reference to a "Party" to any document includes that Party's successors, executors, permitted transferees and permitted assignees, as the case may be.

(xiv) 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.

(xv) 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.

(xvi) 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.

(xvii) Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

(xviii) 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.

(xix) An event of default being outstanding or continuing means that it has not been remedied or waived in writing by the Bank. (xx) 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, authorisation, 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 Schedule.

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.

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 in the Schedule on the amount of Loan, repaid by the Borrower ahead of the repayment terms as mentioned in the Schedule.

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"

(i) in the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Loan; or
(ii) in the name of such party/ies as per the instructions of the Borrower; or (iii) 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:

(i) The Borrower's submission to the satisfaction of the Bank of a certificate of employment from his/her employer and his/her financial statements;

(ii) The Borrower's submission to the Bank of post-dated cheques/ECS mandate/standing instruction mandate towards repayment installments;

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

(iv) 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 disbursement 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.

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 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 without there being any need to assign a reason for such revision and interest and penal charges shall thereafter accrue at such revised rate(s).

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

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

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

(iii) by separate repayments towards repayment of default interest, fees, charges, taxes, claims, costs and expenses charged to the Loan Account.

6.2 The EMI amount shall be arrived at so as to comprise repayment of principal and payment of interest calculated on the basis of the

interest rate, periodicity of repayment, of the entire liability under the Loan at the end of its tenor and the Borrower agrees to continue paying EMIs until all amounts due under the Loan have been repaid in full to the Bank.

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

6.4 No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI regularly on each due date. It shall entirely be his/her responsibility to ensure prompt and timely payment to the Bank. 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 to keep sufficient balance in bank accounts 2-3 days prior to due date of EMI, for clearance of EMI on due dates, to avoid penal Interest 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 at the Default Interest Rate (for the period of such default till the date of payment) as mentioned in the Schedule, besides constituting a default thereby making all sums under this Agreement due and payable to the Bank forthwith.

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

7. Bank's Rights

The Bank shall, in relation to the Loan:

- (i) have the sole right at any time during the tenure of this Agreement to revise/reschedule the repayment terms/ amount of EMI or of any other amounts outstanding thereunder and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank of such revision;
- (ii) have the sole right to amend any of the terms and conditions of this Agreement including but not limited to revision of interest rate (including the Default 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;
- (iii) 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;
- (iv) 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
- (v) 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.

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

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

- (i) has given complete and correct information and details in the application form about himself/herself;
- (ii) shall make available to the Bank such security (including mortgage over the property as mentioned in Schedule in such form and substance as may be required by the Bank;
- (iii) has no pending claims demands litigation or proceedings against him/her before any court or authority (public or private);
- (iv) 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; (v) 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;
- (vi) 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;
- (vii) 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;
- (viii) where applicable, shall inform the Bank of any likely change in his/her employment;
- (ix) shall not stand surety or guarantor for any third party liability or obligation;
- (x) 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;
- (xi) shall keep himself/herself aware of the rules of the Bank, pertaining to Loan, and in force from time to time;

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 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.

8.2 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.

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:

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

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

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

(iv) 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 ;

(v) 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;

(vi) 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;

(vii) 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.

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 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:

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

(ii) interest on amounts in default and loss of profit on the defaulted amount/s;

(iii) prepayment charges;

(iv) interest; and

(v) 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. 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 (or in case to the Borrower, on the address of the Borrower last known to the Bank):

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

13. Disclosure

13.1 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.

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

(i) information and data relating to Borrower(s);

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

(iii) 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.

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

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

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

13.4 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'

13.5 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 thereof 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 and whether or not this agreement has been terminated or purported to be terminated or completed shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendment thereof and shall be referred to the sole arbitrator to be nominated by the Bank. The award given by the sole arbitrator shall be final and binding on all parties to this Agreement. The seat of arbitration shall be Jaipur, Rajasthan, language of arbitration shall be English and the cost of arbitration shall be solely borne by the parties as per final award.

13.6 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.

13.7 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.

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

SCHEDULE

SNO	PARTICULARS	DETAILS
1	Applicant/ Borrower Details	
	(a) First Name	
	(b) Middle Name/Father's/Husband's Name	
	(c) Surname/Family Name	
	(d) Telephone No. (R)	
	(e) Residential Address	
	(f) Office Address	
	(g) Telephone No.(O)	
	(h) Email Address	
2	Place	Mumbai
3	Date	05-02-2022
4	Branch	AU Small Finance Bank Limited, Andheri - Kurla Road, Mumbai
5	Branch Address of the Bank	AU Small Finance Bank Limited, Junction of LBS and CST Marg, BKC Annexe, Kurla (West), Mumbai – 400070
6	Co-Borrower/Guarantor Details	
	(a) First Name	
	(b) Middle Name/Father's/Husband's Name	
	(c) Surname/Family Name	
	(d) Telephone No. (R)	
	(e) Residential Address	
	(f) Office Address	
	(g) Telephone No. (O)	
	(h) Email Address	
7	Loan Details	
	(a) Loan Amount (in figures)	30000

	(b) Loan Amount (in words)	thirty thousand
	(c) No. of Installments	24
	(d) Interest Rate	22.00
	(e) Processing Fee	600
	(f) Periodicity of Interest Compounding	As applicable
	(g) Repayment Terms	Equated Monthly Installment
	(h) EMI	1556

	(i) EMI Due Date	As per repayment schedule
	(j) Disbursement Details	30000/-
	(k) Security Details	NA
	(l) Prepayment Charges	If paid before 12 months of the last disbursement date, then 5% 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.
	(m) Repayment Instruction/ Instrument Return Charges	500/-
	(n) Swap Charges (Cheque/ Instrument)	1000/-
	(o) Default Interest Rate	3% per month on outstanding amount
	(p) Duplicate Statement Issuance Charges	500/-
	(q) Duplicate Amortisation Schedule Issuance Charges	500/-
	(r) Duplicate Interest Certificate (Provisional/ Actual) Issuance Charges	500/-
	(s) CIBIL Report Issuance Charges	500/-
	(t) Charges for Subsequent Set of Photocopy of Loan Agreement/ Documents Where Requested by the Borrower	1000/-
	(u) Stamp Duty Charges	As applicable

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.