

## 1. Definitions and Interpretation

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

"Agreement" means the 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 Schedule "B" executing this agreement as borrower(s) and

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.

"Branch" means the branch of the Bank at the place mentioned in the Schedule "B" and where the Personal Loan is disbursed and shall include any other branch where the Personal Loan account is maintained or transferred to any time at the sole discretion of the Bank.

"EMI" or "Equated Monthly Instalment" 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.

"Environmental, Social and Governance Laws" shall mean any law, rules and regulations (including international treaty obligations) applicable concerning (i) environmental matters and natural resource management, (ii) employees and labour and their condition of workplace (particularly compliance with regulations relating to child and forced labour, discrimination and rights of association), (iii) protection of occupational as well as public health and safety, (iv) the regulations of public participation, (v) the protection and regulations of ownership of land rights (both formal and traditional), immovable goods and intellectual and cultural property rights, (v) all other laws, rules and regulations providing protection of employees and citizens, including respecting human rights life and fire safety and building integrity laws, rules and regulations.

"Environmental, Social and Governance Action Plan" shall mean a plan (if any) setting out specific environmental, social and governance measures to be undertaken by Borrower, acceptable to both Parties and developed by Borrower and / or Bank.

"Excluded Activity" shall mean any of the activities listed in Bank's ESG Exclusion List.

"Personal Loan" means the loans granted by the Bank in terms of this Agreement. The expression "Personal Loan" shall also mean to include the principal amount of loan and all dues outstanding there under if the context so requires.

"Reporting" shall mean an annual report as required by Bank, and that Borrower reports serious Environmental, Social and Governance incidents (including specifically fatalities) within 24 hours of occurrence.

"Savings Account/s" means the saving account/s or current account/s or salary account/s of the Borrower/s maintained with UTKARSH SMALL FINANCE BANK LIMITED branch (if any).

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

"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 "B" or as may be amended from time to time by the Bank.

"Parties" means the Bank and the Borrower referred to collectively.

"Schedule" means the schedules of this Agreement.

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

1.1.2 Any expression not defined herein shall, if defined under General Clauses Act, 1897 shall carry the same meaning as assigned to it under the said Act.

1.2 The arrangement of clauses in this Agreement shall have no bearing on their interpretation.

## 2. Loan

2.1 The Bank agrees, based on the Borrower's Request, Representations, Warranties, Covenants and Undertakings as contained herein and in the application for Personal Loan and other documents executed or tendered by the Borrower in relation to the Personal Loan, to lend to the Borrower and the Borrower agrees to borrow from the Bank, the Personal Loan on the terms and conditions as fully contained in this Agreement and the Schedule "B".

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 Personal Loan shall bear Service Charges and any other fees as mentioned in the Schedule "B", 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 "B" on the amount of Personal Loan, repaid by the Borrower ahead of the Repayment Terms as mentioned in the Schedule "B".

3.3 The Bank shall also be entitled to recover from the Borrower all lawful charges or costs including GST, if any incurred or claims suffered by the Bank in connection with the Personal 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 "B", disburse the Personal Loan by NEFT or RTGS or Banker's Cheque or issuing a Banker's Payment Order or a Demand Draft crossed as "A/c Payee only" or through any other accepted modes of disbursement as per the Lender either in full or in such instalments / tranches as agreed between the Parties from time to time.

(i) in the name of the previous financier towards the repayment of the previous loan to be taken over by utilising the Personal Loan as per the instructions of the Borrower.

(ii) in the name of such party/ ies as per the instructions of the Borrower.

(iii) in the name of the Borrower at discretion of Bank.

4.2 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.

4.3 The Bank may not disburse at any time, any amount under the Personal 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, NACH mandate / security cheques/Electronic Clearing Service mandate/Standing Instruction mandate towards repayment instalments; and
- (iii) Any other document or writing as the Bank may require in its sole discretion.
- (iv) Submission of all the necessary approvals and permission from, the appropriate authorities including, but not limited to approvals and certificates from employer.

4.4 The Borrower shall repay to the Bank the amount equated in terms of monthly instalments on such due dates shall remain due and owing to the Bank. The equated monthly instalment includes interest component. The repayment schedule is more particularly described under Schedule ..... to this Agreement.

## 5. Interest & Personal Loan Account

5.1 Interest on the Personal 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 instalment. For rest of the instalments the entire period of 30 days based on a pre drawn schedule shall be taken into consideration. The disbursement of the Personal 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 or through any other accepted modes of disbursement as per the practice of the Lender.

5.2 Interest on the Personal Loan shall be computed and debited to the Personal Loan Account on the due date in each calendar month/quarter/half year/year as stated in the Schedule "B".

5.3 Interest Tax and other levies including GST, if any, as may be applicable from time to time on the Personal 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 Personal Loan account, unless separately reimbursed to the Bank by the Borrower. Such amounts shall form part of the Personal 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 Personal Loan account shall attract penal interest without there being any need to assign a reason for such revision and interest and penal interest 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 Personal 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) 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 Equated Monthly Instalment(EMI) as mentioned in the Schedule "B" 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 Personal Loan account.

6.2 The Equated Monthly Instalment (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 Personal Loan at the end of its tenor and the Borrower agrees to continue paying EMIs until all amounts due under the Personal Loan have been repaid in full to the Bank.

6.3 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. 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) as mentioned in the Schedule "B", besides constituting a default thereby making all sums under this Agreement due and payable to the Bank forthwith.

6.4 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 Personal Loan account in accordance with the method of effecting payment as stated in the Schedule "B" or as adopted by the Bank from time to time.

6.5 Repayments ahead of the Repayment Terms shall attract Prepayment Charges as stated in the Schedule "B".

## 7. Bank's Rights

The Bank shall, in relation to the Personal Loan:

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 there under and the Borrower shall make all future repayments to the Bank according to such revised schedule on being notified by the Bank of such revision or re-schedulement; 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 agree that such revision shall become applicable from date of such revision in the records of the Bank; 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 and on the life of the Borrower towards amounts due and/or payable by the Borrower under this Agreement; 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 Personal Loan and/or the Borrower from any third party; and be entitled, in the event of the Borrower opting to resign or retire from the employment prior to the age of superannuation or is discharged/dismissed/terminated 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 to the borrower from his/her employer), to the lender on account of his/her such cessation of employment and to receive and appropriate the same towards the Borrower's liability under the Personal Loan.

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

8.1 With a view to induce the Bank to grant the Personal 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) 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 Personal Loan is advanced by the Bank is fulfilled in all respects and produced to the Bank, the necessary documents, as may be required by the Bank; shall not use the bank funds for speculative or any other unlawful activities 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; shall promptly and without requiring any notice or reminder from the Bank, repay to the Bank the Personal Loan in accordance with the Repayment Terms mentioned in the Schedule "B"; shall (in case of more than one borrower) be jointly and severally liable to repay the Personal Loan, interest and all other sums due and payable under this Agreement and to observe its terms and conditions;
- (v) where applicable, shall inform the Bank of any likely change in his/her employment;
- (vi) shall not stand surety or guarantor for any third party liability or obligation;
- (vii) being a resident in India, shall not leave India for employment or business or long stay without first fully repaying the Personal Loan then outstanding due and payable with interest and other dues, including prepayment charges, if any;
- (viii) shall keep himself/herself aware of the rules of the Bank, pertaining to Personal Loan, and in force from time to time.

(ix) In the event of savings account/s of the Borrower/s being closed or being shifted from Utkarsh Small Finance Bank Limited to any other Bank, the Borrower/s shall within 15 days of such closure or shifting of account, arrange to the satisfaction of Utkarsh Small Finance Bank Limited any other alternative mode of payment of the instalments either by way of Electronic Clearing System (ECS) or by submitting Post Dated Cheques (PDC's), failing which the Bank would have an option to recall the outstanding loan of the Borrower/s.\*

(x) The Borrower hereby acknowledges and agrees that the Bank has a right to award a separate mandate to our 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.

#### 8.2. Borrower covenants to Bank that:

- a) Borrower shall comply with all laws (including laws relating to environment, social labour and governance Laws) applicable to the Parties.
- b) Borrower agrees that it shall not directly or indirectly, take part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any excluded activity except that, in the case of tobacco, the Bank shall use all reasonable efforts not to provide funding to clients engaged in such activities and shall ensure that in all events, the Party's aggregate funding to such clients shall not at any time exceed two per cent. (2%) of the Party's total disbursed portfolio in respect of such Relevant Financing Operations.
- c) Borrower shall put in place appropriate procedures and policies to restrict its employees, consultants or other agents from causing breach of (a) any conditions, covenants or undertakings under this [agreement] and (b) Environmental, Social and Governance Laws.
- d) Borrower shall put in place appropriate procedures and policies to prohibit the engagement of any person under 18 years of age on a worksite, regardless of their direct employer.
- e) Borrower shall put in place appropriate procedures and policies to respect the right of all workers to bargain collectively (through a trade union or other appropriate mechanisms). Additionally, it shall not discriminate in respect of any employment decision against workers on the grounds of their trade union membership.
- f) Borrower shall best endeavours to ensure that all subcontractors, including labour-only contractors, are required to comply with all Environmental, Social Labour and Governance Laws and with clauses III (d) & (e) related to child labour and freedom of association.
- g) Borrower shall, if required by Bank, finalize an ESG Action Plan, and comply with the milestones provided therein.
- h) Borrower shall deliver to Bank, such information on the [project] as may be considered necessary or desirable to Bank, and to report on serious incidents within 24 hours (including, without limitation, explosions, any workplace accidents that result in death, serious or multiple injury, material pollution, or any violent labour unrest or dispute between the Company and local communities)

- i) Borrower shall promptly, [upon receiving [Z] days prior notice from Bank,] permit Bank (through its representatives, delegates or persons nominated by it), to inspect, examine and audit, the operations, business, and activities of Borrower

8.3 The Borrower declares, assures and states that, except as mentioned hereunder, the Borrower is not a director nor relative ^ of any director or none of its directors/partners /members (if the Borrower is a company/partnership firm) is a 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 ^ or none of its directors/ partners/ members (if the Borrower is a company/partnership firm) of any Senior Officer # of the Bank or of any other Banks;

\*Applicable in cases where borrower is maintaining savings a/c with Utkarsh Small Finance Bank Limited.

#The term 'Senior Officer' means an officer of the Bank, who is in equivalent scale as an officer in senior management level in Grade IV any officer and above in a nationalised bank or any officer in equivalent scale in the State Bank of India and associate banks and in any banking company incorporated in India.

^ The term "relative" shall mean and include any or all of the following persons: (a) Spouse (b) Father (c) Mother (including step-mother) (d) Son (including step-son) (e) Son's Wife (f) Daughter (including step-daughter) (g) Daughter's Husband (h) Brother (including step-brother) (i) Brother's wife (j) Sister (including step-sister) (k) Sister's husband (l) Brother (including step-brother) of the spouse (m) Sister (including step-sister) of the spouse. 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 at liberty and entitled to revoke the facility.

OR

The Borrower declares that the Borrower is related to the director(s) and /or Senior Officer(s) of the Bank or of any other Banks as specified in schedule "A" hereto:

**8.4. Borrower also represents and warrants to Bank that:**

- i. It is in compliance with all laws (including Environmental, Social labour and Governance Laws) applicable to the Parties.
- ii. It is not taking part in or financing any activity, production, use of, trade in, distribution of, or otherwise involved in any Excluded Activity except that, in the case of tobacco, the Borrower shall use all reasonable efforts not to provide funding to clients engaged in such activities and shall ensure that in all events, the Party's aggregate funding to such clients shall not at any time exceed two per cent. (2%) of the Party's total disbursed portfolio in respect of such Relevant Financing Operations.
- iii. [Except to the extent disclosed in writing to Bank], it is not aware of any claims instituted or threatened against it for breach of any laws (including Environmental, Social and Governance Laws).

**9. Events of default.**

The Bank may by a written notice to the Borrower, declare all sums outstanding under the Personal Loan (including the principal, interest, charges, expenses) to become due and payable

forthwith and enforce the security (if applicable) in relation to the Personal 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
- (v) Any of the information provided by the Borrower to avail the Personal Loan or any of his/her Representations, Warranties herein being found to be or becoming incorrect or untrue;
- (vi) Any person other than the Bank commencing proceedings to declare the Borrower insolvent or if the Borrower shall become bankrupt or insolvent or commit act of insolvency;
- (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;
- (viii) If in the opinion of the Lender, the Borrower is unable to service the Loan.

## 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 Personal Loan and outstanding amounts under the Personal 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, to accept such person to whom the Personal Loan is sold or transferred as his/her lender and make the repayment of the Personal 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. Banks appointment of Agent.

The rights, powers and remedies available to the Bank under 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 said security/ guarantee prescribed/ provided for the Personal 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 All or any other conditions as specified in the most important information shall form an integral part of this Agreement and the most important information shall always be used in conjunction with this Agreement at all times.

12.5 Interest on the amount of the loan will be applied at the rate specified in the schedule "B" to the Agreement.

12.6 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 Personal 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

(v) principal amount of the Personal Loan

12.7 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.

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

12.9 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.

12.10 The addresses of the parties shall be as mentioned under the Schedule "B". 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 "B" (or in case to the Borrower, on the address of the Borrower last known to the Bank):

- (i) If given by the Bank, 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. 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.

Accordingly, the Borrower hereby agrees and gives consent for the disclose by Utkarsh Small Finance Bank Limited 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 borrower(s)' such obligation as the Utkarsh Small Finance Bank Limited may deem appropriate and necessary to disclose and furnish to Credit Information Companies (CICs) and any other agency authorized in this behalf by RBI including RBI and Asset Reconstruction Companies (ARC).

The Borrower declares that the information and data furnished by Borrower/me/ us to the Utkarsh Small Finance Bank Limited are true and correct.

The Borrower undertakes that -

- (i) The Credit Information Companies (CICs) and/or any other agency so authorized including CIBIL and RBI & ARC may use, process the said information and date disclosed by the Bank in the manner as deemed fit by them and
- (ii) The Credit Information Companies (CICs). and/or other agency so authorized including CIBIL and RBI & ARC 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. Laws of India shall govern this Agreement, and other documentation pursuant hereto and Courts having jurisdiction where the Branch is situated shall have exclusive jurisdiction over all aspects governing the interpretation and enforcement of this Agreement, and other documentation pursuant hereto.

14.1 Bank shall be entitled to pursue recovery or any other legal issue in any other court and/or tribunal of competent jurisdiction at any other place. The Bank shall be entitled to refer the dispute to the Debts Recovery Tribunal under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 where applicable.

14.2 "All disputes, differences and / or claim or questions arising out of these presents or in any way touching or concerning the same or as to constructions, meaning or effect thereof including the recovery of the Loan amount and the interest or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender/Bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender/Bank may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held at Varanasi or Mumbai and in English language."

NPA/SMA Classification: -

SMA Subcategories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue
SMA-0	Upto 30 days
SMA-1	More than 30 days and up to 60 days
SMA-2	More than 60 days and up to 90 days
NPA	On 90 <sup>th</sup> Day of Loan becoming overdue

Example: If due date of a loan account is March 31, 2021, and full dues are not received before the bank runs the day-end process for 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-0 until April 30, 2021 i.e. up to 30 days of being continuously overdue.

Subsequently the 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 SMA2 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.