



## DEMAND PROMISSORY NOTE

(Group Loan Amount) Rs  On DEMAND, We with Group ID

SHG Name

promise to pay AXIS Bank Ltd. or order, the Group loan amount of Rupees  /-

only together with Interest on the loan charged will be valid for the entire tenor of the loan.

 Sign/Thumb impression of Borrower 1 Sign/Thumb impression of Borrower 2 Sign/Thumb impression of Borrower 3 Sign/Thumb impression of Borrower 4 Sign/Thumb impression of Borrower 5 Sign/Thumb impression of Borrower 6 Sign/Thumb impression of Borrower 7 Sign/Thumb impression of Borrower 8 Sign/Thumb impression of Borrower 9 Sign/Thumb impression of Borrower 10 Sign/Thumb impression of Borrower 11 Sign/Thumb impression of Borrower 12 Sign/Thumb impression of Borrower 13 Sign/Thumb impression of Borrower 14 Sign/Thumb impression of Borrower 15 Sign/Thumb impression of Borrower 16 Sign/Thumb impression of Borrower 17 Sign/Thumb impression of Borrower 18 Sign/Thumb impression of Borrower 19 Sign/Thumb impression of Borrower 20

Place

Date

## **D.P. NOTE DELIVERY CUM WAIVER LETTER**

AXIS Bank Ltd.


Dear Sir,  
Please take delivery of the accompanying Demand Promissory Note dated [REDACTED] for Group Loan Amount of Rs [REDACTED]  
Rupees in [REDACTED] made by us with Group ID [REDACTED] favour of Axis Bank Ltd.

I/We do hereby also waive my/our rights of the presentment of the aforesaid Demand Promissory Note. We further request you to note that we dispense with a notice of dishonour in terms of Section 98(a) of the Negotiable Instruments Act, 1881, and that in the event of payment not being made on demand by us the AXIS Bank Ltd. is at liberty to give time for payment to us without discharging us from liability

The said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance or all sums remaining unpaid under the Credit facility granted now or hereafter; and I/We are to remain liable on the said Demand Promissory Note notwithstanding the fact that by payment made into the Loan account from time to time, the Credit facility may from time to time be reduced or extinguished or even that the balance of the said account(s) may be at credit.

 Sign/Thumb impression of Borrower 1	 Sign/Thumb impression of Borrower 2	 Sign/Thumb impression of Borrower 3	 Sign/Thumb impression of Borrower 4
 Sign/Thumb impression of Borrower 5	 Sign/Thumb impression of Borrower 6	 Sign/Thumb impression of Borrower 7	 Sign/Thumb impression of Borrower 8
 Sign/Thumb impression of Borrower 9	 Sign/Thumb impression of Borrower 10	 Sign/Thumb impression of Borrower 11	 Sign/Thumb impression of Borrower 12
 Sign/Thumb impression of Borrower 13	 Sign/Thumb impression of Borrower 14	 Sign/Thumb impression of Borrower 15	 Sign/Thumb impression of Borrower 16
 Sign/Thumb impression of Borrower 17	 Sign/Thumb impression of Borrower 18	 Sign/Thumb impression of Borrower 19	 Sign/Thumb impression of Borrower 20

Place [REDACTED] Date [REDACTED]

Date  Group ID  Village Group Loan Amount:(Rupees Only)  (Rupees) 

Loan Tenure (Months): 24

## Borrower 1

Name  App ID Loan Amount  W/O  Purpose of Loan 

## Borrower 2

Name  App ID Loan Amount  W/O  Purpose of Loan 

## Borrower 3

Name  App ID Loan Amount  W/O  Purpose of Loan 

## Borrower 4

Name  App ID Loan Amount  W/O  Purpose of Loan 

## Borrower 5

Name  App ID Loan Amount  W/O  Purpose of Loan 

## Borrower 6

Name  App ID Loan Amount  W/O  Purpose of Loan 

## Borrower 7

Name  App ID Loan Amount  W/O  Purpose of Loan 

## Borrower 8

Name  App ID Loan Amount  W/O  Purpose of Loan 

## Borrower 9

Name  App ID Loan Amount  W/O  Purpose of Loan

**Borrower 10**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 11**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 12**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 13**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 14**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 15**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 16**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 17**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 18**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 19**

Name  App ID

Loan Amount  W/O  Purpose of Loan

**Borrower 20**

Name  App ID

Loan Amount  W/O  Purpose of Loan

## TERMS AND CONDITIONS TO THE SHG LOAN AGREEMENT

1. Grant of Loan: Based on the representations of each the Borrowers and the Guarantors (listed above), and subject to the compliance of all the Terms and Conditions by the Borrowers and the Guarantors, Axis Bank Ltd shall lend to each of the borrowers agrees to borrow from Axis Bank Ltd loan(s) under the "Self Help Group" a sum of Rs. [ ] ("the Principal").
  2. Rate of Interest: Effective Rate of Interest % p.a. will be valid for the entire tenor of the loan.
  3. Repayment: We have been informed that the repayment of our EMI and other repayments/charges will be on Monthly rests and will be due on \_\_\_\_\_ of every Month commencing from \_\_\_\_\_. I/We understand that if I/We do not pay my EMI on the above-mentioned date, my/our account will be considered as Overdue from the end of that date. Unless an earlier demand for repayment is made by Axis Bank Ltd, the Principal and the Interest and costs and charges, if any ("SHG Loan") payable by the respective borrowers shall be repayable from the later of the date of execution of this Agreement/disbursement of the SHG Loan. All repayments shall be first applied to costs, charges, Interest and the balance finally towards the SHG Loan. Any extension of the repayment period for the SHG Loan shall be at the Sole discretion of Axis Bank Ltd.
  4. Guarantee obligations: each of the borrowers herein jointly and severally, unconditionally and irrevocably guarantee the SHG Loan availed by each and every other Borrower of the group under this agreement ("Group Guarantee"). Each Borrower jointly and severally undertakes to repay the said SHG Loan and hereby confirm to have full knowledge of the transaction. All the parties hereby agree to be bound by and abide with the Terms and Conditions of this Agreement all times hence forth. Until the SHG Loan of each of the borrowers are repaid in full by each of the Borrower, no Borrower shall be relieved in any manner whatsoever from his/her obligations under this Agreement, notwithstanding any pre closure, prepayment recall of the SHG Loan of all or any of the Borrowers.
  5. The Bank agrees, at its sole discretion, including without limitation such discretion being exercised by the Bank pursuant to the Borrower having been debarred from raising funds in accordance with RBI guidelines 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.
  6. The Borrower shall co-operate with such auditors as may be appointed by the Bank in case the Facilities or the loan account of the Borrower is red-flagged by the Bank and/or any other lenders. The Borrower further covenants and agrees to provide the necessary information and/or documents as may be required by such auditors, and bear all the expenditure in respect of the same and agrees to indemnify and keep the Bank indemnified in this regard.
  7. That the Bank has a right to subject the borrowing accounts of the group companies of the Borrower to examination by the Bank from a fraud angle under RBI guidelines if the account of the Borrower is identified as fraud by any lender subject to the promoters or whole time directors are common inter-se the Borrower and such group companies.
  8. That the Bank will immediately red-flag any account of the Borrower held with the Bank in cases where law enforcement agencies have suo moto initiated investigation involving such accounts.
  9. No director of the Bank is a director, manager, managing agent, employee or guarantor of the Borrower, or of a subsidiary or holding company or other group companies of the Borrower or holds substantial interest, in the Borrower or a subsidiary or the holding company or any other group company of the Borrower. No directors / relatives of any other banks or financial institutions holds substantial interest or is interested as director or as a guarantor of the Borrower.
  10. The Borrower shall pass a resolution for availing of this Loan from the bank in the format as provided herein as Annexure - I, prior to availing this Loan.
  11. Collection Receipts: All payments by the customer to the Bank shall be acknowledged through digital/physical receipt. Any claims from the borrowers have to be backed by the digital/physical receipt. In absence of such proof, no claim shall be considered.
  12. Representations: All the Borrowers jointly and severally represent, warrant and acknowledge to Axis Bank Ltd that:
  13. Each are individually eligible to contract and the the Borrower is eligible to avail the SHG Loan;
  14. The SHG Loan shall ensure not be utilised for any illegal, unlawful or immoral purposes or activities;
  15. They shall participate in all the activities as a group and perform all the obligations by Axis Bank Ltd for the Group. In no event without the prior consent of Axis Bank Ltd, shall there be any reconstitution of the Group. At the sole discretion of Axis Bank Ltd and with the consent of the Group Members, the Group may be reconstituted by adding or relieving any other member of Axis Bank Ltd.
  16. Right to sharing/providing Information: The borrowers hereby expressly authorizes Axis Bank Ltd and its agents to exchange, share or part with all the information, data or documents relating to the Borrower's loan information including credit history to affiliated Organisations of Axis Bank Ltd/ Banks/ Financial Institutions/ Credit Information Companies(CIC) / Agencies/ Statutory Bodies/Tax authorities/Central Information Bureaus/Research Partners and such other personas of Axis Bank Ltd may deem necessary or appropriate, when necessary. The Borrower shall not hold Axis Bank Ltd liable for using this information
- The Borrowers hereby gives specific consent to the Bank/Lender for disclosing/submitting the 'financial information' as defined in Section 3(13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rule framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU' 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/Lender, as and when requested by the concerned 'IU'.
17. The Guarantors hereby gives specific consent to the Bank/Lender for disclosing/submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified under from time to time, in respect of the guarantees given, securities created for securing the Credit/ Financial facilities availed by the Borrower from the Bank/ Lender, 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
  18. From time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concern 'IU'
  19. All the Borrowers and guarantors understand that as a Pre condition, relating to grant of the loans/ advances/other fund based and/or non-fund based credit facilities to respective Borrower, the Bank requires the consent of the respective Borrowers and Guarantors for the disclosure by the bank of, information and data relating to the Borrowers and guarantors , of the credit facility availed of/to be availed, by the Borrowers. Obligations assumed/to be assumed, by the Borrowers and guarantors, in relation thereto and default, if any, committed by the Borrowers, in discharge thereof.
    - a) Accordingly, the Borrowers and guarantor, hereby agree and give consent for the disclosure by the Bank of all or any such:
      - i. information and data relating to us the information or data relating to any credit facility availed of/to be availed by us and default, if any, committed by us, in discharge of our such obligations, as the Bank may deem appropriate and necessary to disclose and furnish to Credit Information Companies(CIC) and any other agency authorised in this behalf by RBI
    - b) We, declare that the information and data furnished by us to the Bank are true and correct. We, undertake that:
      - i. The Credit Information Companies(CIC), and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and
      - ii. The Credit Information Companies(CIC) and any other agency, so authorised may furnish for consideration, the processed information and data or products thereof of prepaid by them, to Banks/FIs and other credit grantors or registered users, as may be specified by the Reserve bank in this behalf.
  20. Recall of Loan amount: Axis Bank Ltd shall have the right to recall any of the Loan amounts/ facilities at any time at its discretion, without assigning any reasons for such recall. Upon any such recall, the Principal, Interest and all other amounts stipulated by Axis Bank Ltd shall be payable by the Borrower within 15 days from the date of such recall by Axis Bank Ltd.
  21. Alteration of the terms and conditions: Axis Bank Ltd shall have the absolute discretion, without assigning any reason to amend or supplement any of the terms, including but not limited to the rate of Interest, periodicity rests, etc. Provided that the Parties herein shall be duly intimated of such change. Intimation of the amended terms by hosting the same on the notice board located at the office of Axis Bank Ltd or any other manner as decided by Axis Bank Ltd shall be construed as valid and effective intimation. It is further explicitly stated that in the event Axis Bank Ltd at its sole discretion discharges or alters any or all of the obligations of a party herein under this Agreement, such discharge by Axis Bank Ltd shall not relieve the other parties from their obligations under this Agreement.
  22. Right of Pre closure: Borrowers shall be entitled to pre close the Loan by remitting the Principal, the Interest and any costs and charges as may be outstanding at the time of such Pre closure and no Interest shall be due and payable for the remaining period. However, in the event, the Interest payable is less than such minimal processing and operational charges, subject to applicable laws, the minimum charges shall be levied, at such differential rate of interests that may be computed in this regard. There is no pre closure charge
  23. Computation of amount outstanding: The records maintained by Axis Bank Ltd and a certificate in writing signed by an officer of Axis Bank Ltd shall be conclusive proof of the amounts outstanding borrowers. In the event of any dispute/disagreement about the said computation, the Borrower shall not be entitled to withhold the payment outstanding or demanded by Axis Bank Ltd
  24. Set off: In addition to and not in limitation of all rights of set off that Axis Bank Ltd may have under any applicable law, and whether or not Axis Bank Ltd has made any demand or the obligations of the Borrower have matured, Axis Bank Ltd shall have the right to set-off or appropriate against all monies of each of the Borrowers jointly and severally standing to the credit any of their respective account(s) with Axis Bank Ltd or any of its group entities and the respective parties authorises Axis Bank Ltd to debit such account(s) of the Borrowers.
  25. Termination: Axis Bank Ltd shall have the right but not the obligation to terminate this Agreement, invoke the Group Guarantee and/or recall all or any part of the SHG Loan including such amounts outstanding and other charges in any of the following events: If all or any one of the Borrowers commits an Event of Default. The Borrowers shall be deemed to have committed an act of default on the happening of internally, any one or more of the following events(hereinafter referred to as "Event of Default"):
    - a. If any of the Borrower commits an Event of Default. The Borrower shall be deemed to have committed an act of default on the happening of internally, any one or more of the following events(hereinafter referred to as "Event of Default"):
      - i. If any of the Borrower commits breach or default of any of the terms and conditions and/or covenants herein or any misrepresentation to Axis Bank Ltd; or
      - ii. If any of the Borrower fails to furnish any information or documents that may be required by the Axis Bank Ltd; or
      - iii. There exists any other circumstance, which, in the sole opinion of Axis Bank Ltd, jeopardizes the Bank's interests.
  26. Authorisation/ Assignment: All the Borrowers expressly recognises and accepts that Axis Bank Ltd shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as Axis Bank Ltd may select or otherwise assign and to delegate to such third party all or any of its functions, rights and powers under this Agreement relating to administration of any Loan including the right and authority to collect and receive on behalf of Axis Bank Ltd from the Borrower any payments and other amounts due by the Borrower under any and all Agreements signed in this regard and to perform execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Borrowers or otherwise contacting the Borrowers. All the Borrowers further explicitly recognize that Axis Bank Ltd shall have the option to assign this Agreement to any other person by way of sale of portfolio or otherwise, and approve and authorize such transactions, without the requirement for prior or further intimation or to approval from the Borrower.
  27. Processing Fee: Borrower agrees to pay a one-time, non-refundable processing fee of 1% plus applicable GST (rounded to nearest lower 10) of the total sanctioned amount for amounts greater than Rs. 25,000. The Processing fee shall be deducted during disbursement and the customer shall be provided with the balance amount.
  28. GST: Goods and Services tax (GST) will be charged extra as per the applicable rates, on all the charges and fees (wherever GST is applicable)
  29. Insurance Premium: Borrower can opt to get either herself or her spouse or both to get insured against the sanctioned loan amount for the time period of equal to the loan tenure. The insurance premium, if opted shall be deducted accordingly (rounded to nearest Rupee) from the sanctioned amount during disbursement and the remaining amount shall be handed over to the borrower
  30. We have been informed by Axis Bank Ltd. About life insurance cover under \_\_\_\_\_ Insurance Company's Life Shield Policy. We are aware that the sum insured and tenor are linked to loan tenor and loan amount respectively. I hereby give my consent to Axis Bank to extend coverage to me/us under Life Shield - A group term life insurance policy taken by Axis Bank for covering its microloans customers. I unconditionally agree and confirm in favour of Axis Bank Ltd. To process my insurance claim application on my death and receive the claim amount and adjust the same towards my outstanding loan and pay balance amount to my nominee/legal heir/ beneficiary
  31. I hereby authorize \_\_\_\_\_ Life insurance company Limited to pay the outstanding loan balance as provided in the credit account statement (to be provided by the master policyholder) to Axis Bank Limited ("Master Policy Holder"), in respect of the loan availed of by me from the master policyholder (the application number of which is mentioned herein), by deducting the same from the claim proceeds payable to my nominee/beneficiary under this group policy on the happening of the insured event.
  32. Office of Foreign Assets Control (OFAC) Sanctions
    - a. The Borrower acknowledges that the OFAC Sanctions may become applicable with respect to the Facilities and/or transactions thereunder, including to any documentary credits and/or guarantees issued and/or disbursements and/or payments made by the Bank pursuant to the Agreement. The OFAC Sanctions may pertain, inter alia, to the purpose and end use of the Facilities, goods manufactured in or originated from/through certain countries, shipment from/to/using certain countries, ports, vessels, liners and/or due to involvement of certain persons and entities (including correspondent banks). Consequently, disbursement, issuance, payment and/or processing under the Facilities by the Bank may become subjected to the OFAC Sanctions and the Bank shall have the unconditional right to refuse to process any transactions that violate/may violate any OFAC Sanctions, as it exists from time to time.
    - b. The Borrower agrees to ensure that the transactions entered into pursuant to the Agreement do not violate any OFAC Sanctions and that no Persons, currently subject to any OFAC Sanctions, are involved in any transactions thereunder. The Borrower agrees that it shall not avail of the Facilities or use the proceeds of the Facilities in any transaction with, or for the purpose of financing the activities of, any Person currently subject to any OFAC Sanctions as aforesaid.
    - c. The Borrower shall indemnify and hold harmless the Bank and shall, immediately on demand, pay for / reimburse to the Bank for all losses and liabilities (including due to claims by a third party), incurred by the Bank as a result of any breach by the Borrower of its representations and undertakings contained herein pertaining to the OFAC Sanctions and/or due to any action taken by the Bank pursuant to the OFAC Sanctions.

33. General Clauses:
- a. All the Borrowers jointly and individually further hereby and hereon represent and warrant that the information provided at any time in any of the Agreements/ Applications/ and communications, and in the respective Appraisal Form and various other documents in this regard are and would be true, correct and updated in all respects and that nothing has been or would be withheld and in case of any change of information it shall be their obligation to immediately intimate Axis Bank Ltd forthwith.
  - b. Successors and Assigns: All references to Axis Bank Ltd, the Borrowers shall include, where the context so requires, its/ their successors, assigns and/or heirs.
  - c. Severability: The invalidity or unenforceability of any term, phrase, Clause, paragraph, restriction, covenant, agreement or other provisions hereof shall in noway affect the validity or enforcement of any other provision, or any part thereof.
34. The Fair Practice Code for Retail Microfinance as published on the Axis Bank's website, shall apply to the Loan. Copy of the Fair Practice Code for Retail Microfinance as available on the Bank's website: "<https://www.axisbank.com/docs/default-source/default-document-library/fpc-retail-microfinance-21-4-21.pdf>"
35. Governing Law and Jurisdiction:
- a. This Agreement shall be governed by and construed in accordance with Indian law.
  - b. The Borrower agrees that the courts as specified in [ ] 1 shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts or the tribunals.
  - c. Nothing contained herein shall limit the right of the Bank to initiate any Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not.
36. Term: This Agreement shall begin on the date of sanction and/or disbursement of the SHG Loan, and shall remain in effect until repayment of the entire SHG Loan by the Borrower, or unless terminated earlier by Axis Bank Ltd. It is further specifically stated that the termination of this Agreement under any circumstances does not alter or change any of the terms and conditions under any other contract agreed between the parties and this is independent herein.
37. Disclosures: The Borrower also agrees, undertakes and confirms as under:
- (a) The Borrower understands that as a precondition relating to the grant of and/or continuing the grant of the Facility to the Borrower, the Bank requires the Borrower's consent for the disclosure by the Bank of, information and data relating to the Borrower, of the Facility availed of/to be availed by the Borrower, in discharge thereof.
  - (b) Accordingly, the Borrower hereby agrees and gives consent for the disclosure by Bank of all or any such:
    - i. Information and data relating to the Borrower
    - ii. The information of data relating to the Facility/Financing Documents; and
    - iii. Default, if any, committed by the Borrower, in discharge of the Borrower's obligations under the Facility
    - iv. Red - flagging of the Borrower's/group company accounts by the Bank or any other lender as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Companies ("CIC") and any other agency authorised in this behalf by Reserve Bank of India ("RBI") and/or to Information Utilities ("IU") or any other person pursuant to the Insolvency and Bankruptcy Code, 2016; and/or to any other statutory or regulatory or law enforcement authority (including Court and/or Tribunals).
  - (c) The Borrower declares that the information and data furnished by the Borrower to the Bank are true and correct and hereby specifically agrees to promptly authenticate the financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'
  - (d) The Borrower also undertakes that:
    - i. Any CIC and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
    - ii. Any CIC and any other agency so authorised may furnish for consideration, the processed information and data disclosed or products thereof prepared by them, to bank(s)/financial institution(s) and other credit grantors or registered users, as may be specified by the RBI in this behalf.
  - (e) The Borrower agrees, undertakes and authorizes the Bank to exchange, share or part with all the information, data or documents or other information as mentioned in this Clause and also the information relating to the conduct of the Borrower's accounts, credit history or repayment record, with other banks / financial institutions involved in the financing arrangement to the Borrower, whether under consortium or multiple banking or sole banking arrangement and also with the banks/ financial institutions intending to finance the Borrower, as the Bank may deem necessary or appropriate as may be required for use or processing of the said information / data by such banks/ financial institutions or furnishing of the processed information / data to other banks / financial institutions / credit providers and the Borrower shall not hold the Bank liable in any manner for use of such information.
  - (f) The Borrower agrees that in case the Borrower commits a default in payment or repayment of any amounts in respect of the Facility, the Bank and/or RBI will have an unqualified right to disclose or publish the details of the default and the name of the Borrower, its directors, partners, as the case may be, as defaulters, in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.
  - (a) RBI vide its guidelines (reference no. RBI/2021-2022/125 DOR.STR.REC.68/21.04.048/2021-22) on 'Prudential Norms on Income Recognition, Asset Classification and Provisioning, pertaining to Advances - Clarifications' dated 12-11-2021 has clarified and/or harmonized certain aspects of the extant Regulatory guidelines. The Borrower agrees, undertakes and confirms that the Bank has brought the following clarifications to the notice of the Borrower and the Borrower confirms of having been apprised of as follows:

- 1.1 Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)
  - i. **Dues:** shall mean the principal / interest / any charges levied on the loan account which are payable within the period stipulated as per the terms of sanction of the credit facility.
  - ii. **Overdue:** shall mean the principal / interest / any charges levied on the loan account which are payable, but have not been paid within the period stipulated as per the terms of sanction of the credit facility. In other words, any amount due to the bank under any credit facility is 'overdue' if it is not paid by the due date fixed by the bank.
  - iii. **Relevance of the principle of 'First In First Out' (FIFO) in appropriation of payments into the Borrower's account:** The principle of FIFO i.e. 'First In, First Out' accounting method is relevant to arrive at the number of days overdue for determining the SMA/NPA status. The FIFO principle assumes that the oldest outstanding dues in the loan account needs to be cleared first. The FIFO method thus requires that what is due first must be paid by the Borrower first. For example, if in any loan account as on 01-02-2021, there are no overdues and an amount of INR X is due for payment towards principal instalment / interest / charges, any payment being credited on or after 01-02-2021 in the loan account will be used to pay off the dues outstanding on 01-02-2021.
  - Assuming that nothing is paid / or there is partial payment (INR Y) of dues during the month of February, the overdue as on 01-03-2021 will be INR X - INR Y.
  - Additionally, an amount of INR Z becomes due as on 01-03-2021. Now any payment partial payment into the account on or after 01-03-2021 will be first utilized to pay off the partial due of 01-02-2021 (INR X - INR Y). If there is more recovery than the INR X - INR Y, then after recovering dues of 01-02-2021, the remaining amount will be treated as recovery towards due of 01-03-2021.
  - iv. **Age of oldest dues:** The age of oldest dues is reckoned in days from the date on which the oldest payment is due and continues to remain unpaid. In the aforesaid illustration, if the dues relating to 01-02-2021 remain unpaid till 01-03-2021, the age of the oldest dues is reckoned as 29 days on 02-03-2021.

(b) **Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA)**

Lending institutions will recognize the incipient stress in loan accounts, immediately on default, by classifying them as Special Mention Accounts (SMA). The basis of classification of SMA / NPA category shall be as follows:

Loans other than revolving facilities		Loans in the nature of cash credit / overdraft	
SMA Sub categories	Basis for classification – Principal or interest payment or any other amount wholly or partly overdue	SMA Sub categories	Basis for classification – Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA 0	Up to 30 days	NA	NA
SMA 1	More than 30 days and Up to 60 days	SMA 1	More than 30 days and Up to 60 days
SMA 2	More than 60 days and Up to 90 days	SMA 2	More than 60 days and Up to 90 days

- (c) **Non-Performing Asset:**  
Non-Performing Asset (NPA) is a loan or an advance where
  - i. Interest and/or instalment of principal remains overdue for a period of more than 90 days in respect of a term loan,
  - ii. The account remains 'out of order' as indicated below, in respect of an Overdraft / Cash Credit (OD/ CC),
  - iii. The bill remains overdue for a period of more than 90 days in the case of bills purchased and discounted, iv. The instalment of principal or interest thereon remains overdue for two crop seasons for short duration crops
  - v. The instalment of principal or interest thereon remains overdue for one crop season for long duration crops.
  - vi. The amount of liquidity facility remains outstanding for more than 90 days, in respect of a securitisation transaction undertaken in terms of the Reserve Bank of India (Securitisation of Standard Assets) Directions, 2021.
  - vii. in respect of derivative transactions, the overdue receivables representing positive mark-to-market value of a derivative contract, if these remain unpaid for a period of 90 days from the specified due date for payment.
- (d) **'Out of Order' Status:**  
An account shall be treated as 'out of order' if:
  - i. the outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or
  - ii. the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period.

Illustrative movement of an account to SMA category to NPA category based on delay / non-payment of dues and subsequent upgradation to Standard category at day end process:

Due date of payment	Payment date	Payment covers	Age of oldest dues in days	SMA /NPA categorisation	SMA since date / SMA class date	NPA categorization	NPA Date
01.01.2022	01.01.2022	Entire dues upto 01.01.2022	0	NIL	NA	NA	NA
01.02.2022	01.02.2022	No Payment or Partly paid dues of 01.02.2022	1	SMA 0	01.02.2022	NA	NA
01.02.2022	02.02.2022	No Payment or Partly paid dues of 01.02.2022	2	SMA 0	01.02.2022	NA	NA
01.03.2022		Dues of 01.02.2022 not fully paid 01.03.2022 is also due at EOD 01.03.2022	29	SMA 0	01.02.2022	NA	NA
		Dues of 01.02.2022 fully paid, Due for 01.03.2022 is not paid at EOD 01.03.2022	1	SMA 0	01.03.2022	NA	NA
		No payment of full dues of 01.02.2022 and 01.03.2022 at EOD 03.03.2022	31	SMA 1	01.02.2022 / 03.03.2022	NA	NA
		Dues of 01.02.2022 fully paid, due for 01.03.2022 not fully paid at EOD 01.03.2022	1	SMA 0	01.03.2022	NA	NA
		No payment of dues of 01.02.2022, 01.03.2022 and amount dues on 01.04.2022 at EOD 01.04.2022	60	SMA 1	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.04.2022 at EOD 02.04.2022	61	SMA 2	01.02.2022 / 02.04.2022	NA	NA
01.05.2022		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 01.05.2022	90	SMA 2	01.02.2022 / 02.04.2022	NA	NA
		No payment of dues of 01.02.2022 till 01.05.2022 at EOD 02.05.2022	91	NPA	NA	NA	02.05.2022
01.06.2022	01.06.2022	Fully paid dues of 01.02.2022 at EOD 01.06.2022	93	NPA	NA	NPA	02.05.2022
01.07.2022	01.07.2022	Paid entire dues of 01.03.2022 & 01.04.2022 at EOD 01.07.2022	62	NPA	NA	NPA	02.05.2022
01.08.2022	01.08.2022	Paid entire dues of 01.05.2022 & 01.06.2022 at EOD 01.08.2022	32	NPA	NA	NPA	02.05.2022
01.09.2022	01.09.2022	Paid entire dues of 01.07.2022 & 01.08.2022 at EOD 01.09.2022	1	NPA	NA	NPA	02.05.2022
01.10.2022	01.10.2022	Paid entire dues of 01.09.2022 & 01.10.2022	0	Standard Account with No Overdues	NA	NA	STD from 01.10.2022

(e) The Borrower agrees and acknowledges that the manner of classification and illustrations of SMA and NPA as provided in sub-clauses (a) to (d) above in which the Bank is required to classify accounts as SMA / NPA as per the various applicable regulations and guidelines issued by RBI from time to time and the same is liable to change / be modified as per the requirements of the RBI guidelines in the matter issued from time to time. Any such change shall be intimated by the Bank to the Borrower from time to time and the Borrower agrees and acknowledges that such intimation shall accordingly modify the manner and illustrations provided herein without a need for further amendment to the Agreement or require specific acknowledgment of the Borrower; and the Bank shall have the right to classify the account of the Borrower with the Bank as SMA / NPA as per the applicable regulations / guidelines issued by RBI from time to time even though the manner of classification and the illustrations thereof are not set forth in this Agreement or the Sanction Letter(s).

38. The Bank shall be accountable for inappropriate behaviour by its employees or employees of the outsourced agency and shall provide timely grievance redressal

Grievance Redressal: Level 1 includes call center numbers: 1800-419-5577, 1800-419-5577. The borrower may also contact the Nodal officer of the Bank if the customer is not satisfied with the response offered to the customer in Level 1.

Email: nodal.officer@axisbank.com

Ph. No. 080-61865200

Timings: 9:30 AM to 5:30 PM Monday to Saturday (except second and forth Saturdays and Bank holidays)

39. I/we confirm that the information provided by all the group members on their application form, including their residential type (parental/rental/owned) is true to the best of my/our knowledge.

40. I/We agree that apart from execution of loan documents/agreements through physical mode/by means of my/our wet signature, Bank can also provide eStamping & eSigning facilities, so that loan documents/agreements to be executed by me/us can be stamped electronically and executed by us through electronic mode.

 Sign/Thumb impression of Borrower 1	 Sign/Thumb impression of Borrower 2	 Sign/Thumb impression of Borrower 3	 Sign/Thumb impression of Borrower 4
 Sign/Thumb impression of Borrower 5	 Sign/Thumb impression of Borrower 6	 Sign/Thumb impression of Borrower 7	 Sign/Thumb impression of Borrower 8
 Sign/Thumb impression of Borrower 9	 Sign/Thumb impression of Borrower 10	 Sign/Thumb impression of Borrower 11	 Sign/Thumb impression of Borrower 12
 Sign/Thumb impression of Borrower 13	 Sign/Thumb impression of Borrower 14	 Sign/Thumb impression of Borrower 15	 Sign/Thumb impression of Borrower 16
 Sign/Thumb impression of Borrower 17	 Sign/Thumb impression of Borrower 18	 Sign/Thumb impression of Borrower 19	 Sign/Thumb impression of Borrower 20
 Bank authorized Signature			

**DECLARATION**

(to be obtained in case the executant signs in the language other than English and Illiterates)

The contents of the Agreement dated  executed in favour of AXIS BANK Ltd. for the credit facilities/loan  have been read over and translated and explained to Mr./Mrs. the Borrowers and he/she/they having understood the contents thereof subscribed to the Agreement  this  day of  20 Declarant's Name Address  Signature of Declarant**घोषणापत्र**

(उस स्थिति में लिया जाए जब निष्पादक अंग्रेजी के अतिरिक्त किसी अन्य भाषा में हस्ताक्षर करें या निरक्षर हों)

दि  के  द्वारा रु  की ऋण सुविधा ऋण के लिए ऐक्सिस बैंक के पक्ष में निष्पादित हुए करार के सारों का अध्ययन करलिया गया है तथा  में अनुवादित किया जा चुका है तथाश्री / श्रीमती, ऋणि गारंटीदाता  को स्पष्ट किए जा चुके हैं तथा उसनेउन्होने करार में वर्णित सार को समझ लिया है (दि  को  माह २०  )घोषणापत्र का नाम पता  घोषणापत्र के हस्ताक्षर

## FORM NO. 60

[See second proviso to rule 114B]

Form of Declaration to be filled by a person who does not have a Permanent Account Number and who enters into any transaction specified in rule 114B

Full Name and address of the declarant

[Redacted lines for address]

Particulars of transaction

[Redacted box for transaction details]

Amount of the

[Redacted box for amount]

Are you assessed to tax?  Yes  No If yes

i. Details of Ward/ Circle/ Range where the last return of income was filled?

ii. Reasons for not having permanent account number?

Details of the document being produced in support of address in Column (1)



Signature of Declarant

## VERIFICATION

[Redacted box for declaration] I, do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the

[Redacted box for date]

Place

[Redacted box for place]

Date

[Redacted box for date]



Signature of Declarant

Instructions: Name of the document produced in support of the address (As KYC guidelines per):

a) [Redacted box for document a]

b) [Redacted box for document b]

## FORM NO. 61

[See proviso to clause (a) of rule 114C(1)]

Form of Declaration to be filled by a person who does not have a Permanent Account Number and who enters into any transaction specified in rule 114B

Full Name and address of the declarant

[Redacted lines for address]

Particulars of transaction

[Redacted box for transaction details]

Amount of the

[Redacted box for amount]

Are you assessed to tax?  Yes  No If yes

I hereby declare that my source of income is from agriculture and I am not required to pay income – tax on any other income if any

Place

[Redacted box for place]

Date

[Redacted box for date]



Signature of Declarant

## VERIFICATION

[Redacted box for declaration] I, do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the

[Redacted box for date]

Place

[Redacted box for place]

Date

[Redacted box for date]



Signature of Declarant

Instructions: Name of the document produced in support of the address (As KYC guidelines per):

a) [Redacted box for document a]

b) [Redacted box for document b]