AU SMALL FINANCE BANK LIMITED

.... CLAIMANT

VERSUS

_____

...RESPONDENTS

UNDERTAKING/CONSENT TERMS

I_____,the Respondent herein, do hereby solemnly affirm and state as under:

That I had availed a finance facility from the Claimant to the tune of ₹_____ and had executed a Master Facility Agreement bearing Loan Account Number _____(hereinafter referred to as the "Loan Agreement").

That due to certain unforeseen circumstances, I was unable to pay the EMIs on time, resulting in certain defaults under the Loan Agreement.

That I state that I have now cleared all my previous outstanding EMIs payable to the Claimant and the loan account has been regularized.

I hereby undertake to pay all future EMIs strictly in accordance with the terms of the Loan Agreement and within the stipulated time, without any delay or default.

In the event of any default in payment of the future EMIs, I undertake and agree that the entire outstanding foreclosure amount under the Loan Agreement, along with applicable interest, penal charges and other contractual charges, shall immediately become due and payable to the Claimant, and the Claimant shall be entitled to recover the same in accordance with law,

I further state that this undertaking is being given voluntarily, without any coercion or undue influence, and with full understanding of its legal consequences.

I hereby consent to the Learned Sole Arbitrator passing an Award in terms of this Undertaking, and I agree that this Undertaking shall form part of and be binding as an Arbitral Award under the Arbitration and Conciliation Act, 1996.

In view of the above, I respectfully request that the present arbitration proceedings be disposed of in terms of this Undertaking/Consent Terms.

Deponent

VERIFICATION

I the above-named Deponent, do hereby verify that the contents of the above Undertaking are true and correct to my knowledge and belief and nothing material has been concealed therefrom.

Verified at _____ on _____

Deponent