

**TERMS AND CONDITIONS**  
**(Applicable for Agricultural Group Loan)**

These **TERMS AND CONDITIONS** (hereinafter referred to as “**T&Cs**”) shall be applicable to Agricultural Group Loan extended/to be extended by **UJJIVAN SMALL FINANCE BANK LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 (CIN: L65110DL2016PLC302481) and a Banking Company within the meaning of Banking Regulation Act, 1949, with its Registered Office at Plot No. 2364/8, Khampur Raya Village, Shadi Kampur, Main Patel Road, New Delhi – 110 008 and Head Office at Grape Garden, No. 27, 3<sup>rd</sup> A Cross, 18<sup>th</sup> Main, Koramangala 6<sup>th</sup> Block, Bengaluru – 560 095 (hereinafter referred to as “**Bank**” or “**Lender**” or “**USFB**”, which expression shall include their respective heirs, representatives, successors, executors, administrators and assigns), to Borrower (as defined herein, which term shall, unless repugnant to the context, be deemed to include the Co-Borrower(s), if any, as detailed in the Sanction Letter and each of his/her/their legal representatives, executors, administrators, successors, and permitted assigns, as applicable).

**1. Definitions:**

- 1.1 “**Applicable Law**” means any statute, law, regulation, ordinance, rule, judgement, order, decree, ruling, bye-law, approval of any Competent Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Competent Authority having jurisdiction over the matter in question, whether in effect as of the date of the Loan Documents or at any time thereafter.
- 1.2 “**Application Form**” means, as the context may permit or require, the credit facility application letter submitted by the Borrower for availing of the Loan, together with all other information, particulars, clarifications, letters and undertakings and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Loan as required by USFB.
- 1.3 “**Borrower**” means such person to whom USFB has agreed to grant the Loan and who has availed the Loan, and shall, unless repugnant to the context, be deemed to include the Co-Borrower(s).
- 1.4 “**Business Day**” means a day (other than Public Holiday) on which USFB and banks are open for business in the location from where the Loan is sanctioned.
- 1.5 “**Co-Borrower**” means and includes the person who, along with the Borrower, shall be jointly and severally liable for repayment of the Outstanding Amount and his/her/their obligation in relation to the Outstanding Amount shall be concurrent with that of the Borrower in all respects as if he/she/they himself/herself/themselves was/were the Borrower and accordingly, the Co-Borrower shall regularly and punctually pay to USFB the instalments as well as other dues payable under the Loan himself/herself/themselves in the event of default by the Borrower.
- 1.6 “**Competent Authority**” shall mean the Government of India (“**Gol**”), RBI (as defined herein) or the government of any other state of India or any ministry, department, local authority, statutory or regulatory authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity or commission under the direct or indirect control of the **Gol** or **RBI** or the government of any other state of India or any political subdivision of any of them or owned or controlled by the **Gol** or **RBI** or the government of any other state of India or any of their subdivisions, or any court, tribunal or judicial body within India or any legislative, judicial or executive authority, department, Ministry or Public or Statutory Person whether autonomous or not, of the **Gol** or **RBI**.
- 1.7 “**Contract Farming**” means a farming which involves agricultural production carried out on the basis of an agreement between buyer and farm producers.
- 1.8 “**Credit Information Company**” means a company which has been granted a certificate of registration by **RBI** under Section 5 (2) of the Credit Information Companies (Regulation) Act, 2005.
- 1.9 “**Dealer**” or “**Seller**” shall mean any person(s)/entity(ies) which sell(s) or supply(ies) any input(s)/implement(s) to the Borrower for consideration, to enable the Borrower to carry out his/her agricultural and allied activities.
- 1.10 “**Demand Promissory Note**” shall mean the demand promissory note executed by the Borrower in relation to the Loan.
- 1.11 “**Due Date**” means the date(s) on which any amounts in respect of the Loan including the Interest and/or any other monies, fall due.
- 1.12 “**Effective Date**” means, unless specified otherwise, the date on which the Loan amount is disbursed by **USFB** to the Borrower.
- 1.13 “**Electronic Clearing System**”, or “**ECS**” or “**ACH**”, shall be deemed to include transfer of funds electronically either through a message for transfer of funds sent electronically or through an image of an instrument of transfer of funds sent electronically or through an electronic file containing the details of the funds transfer sent by electronic media or payment through an electronic cheque or where funds are transferred through various types of plastic cards or such other debit clearing service notified by **RBI**, participation in which has been consented to in writing by the Borrower for facilitating payment of **EMIs**.
- 1.14 “**Equated Monthly Instalment**” or “**EMI**” means the amount of each periodical payment, comprising of principal and Interest calculated in the manner as mentioned in the Loan Documents, required to be paid to

USFB, on such periodical intervals as mentioned in the Loan Documents, to amortise the Loan with Interest over the tenure of the Loan.

- 1.15 **“External Benchmark Lending Rate”** in relation to rate of Interest means the market determined reference rate used by USFB in conformity with the guidelines of RBI to determine the interest rates on loans, which is subject to review by USFB periodically. The prevailing External Benchmark Lending Rate is as mentioned on the Website.
- 1.16 **“Farm Implement”** means any implement, equipment, engine, motor, machine, combine, tractor or attachment used or intended for use in farming operations.
- 1.17 **“Fixed Rate of Interest”** means the fixed rate of Interest applicable on the Loan, which is subject to review by USFB from time to time.
- 1.18 **“Floating Rate of Interest”** shall mean the sum of the MCLR or External Benchmark Lending Rate plus Spread applied by USFB to the financial assistance granted by USFB to the Borrower, as may be decided by USFB from time to time, pursuant to the Loan Documents.
- 1.19 **“IBC”** shall mean the Insolvency and Bankruptcy Code, 2016, along with all rules and regulations thereunder, as amended/supplemented/modified from time to time.
- 1.20 **“Interest”** means the interest that is levied by USFB on the Loan at the rate specified in the Sanction Letter.
- 1.21 **“Loan”** means such amount of the loan/financial assistance which is applied for/availed of by the Borrower, in the sum specified in the Sanction Letter.
- 1.22 **“Loan Documents”** means the Sanction Letter, this terms and conditions, the Application Form and the Demand Promissory Note and all writings and other documents executed or entered into, or to be executed or entered into, by the Borrower or, as the case may be, any other person, in relation, or pertaining, to the Loan and each such Loan Document as amended from time to time;
- 1.23 **“MCLR”** means the marginal cost of funds based lending rate of USFB as may be determined and published by USFB, which is subject to review by USFB periodically. The prevailing MCLR is as mentioned on the Website.
- 1.24 **“Material Adverse Effect”** means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower or any person to perform or comply with any of their respective obligations under any of the Loan Documents in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the Borrower.
- 1.25 **“Outstanding Amount”** means outstanding principal amount of the Loan, Interest, EMI, fees, costs, charges, expenses and all other sums whatsoever payable by the Borrower to USFB under the Loan Documents and/or in connection with the Loan and any other amounts payable by the Borrower in respect of or incidental to the Loan or its recovery or realisation.
- 1.26 **“Pre-Closure”** or **“Pre-Close”** means repayment of the entire dues under the Loan before the completion of tenure stipulated in the Sanction Letter, in accordance with the Loan Documents.
- 1.27 **“Processing Fee”** shall mean and include at the discretion of USFB, all such initial payments which shall not be limited to documentation reimbursement, meeting expenses, applicable processing fees and any other applicable taxes or charges as may be levied by USFB for disbursement of the Loan to the Borrower.
- 1.28 **“Public Holiday”** means Second Saturday, Fourth Saturday, Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), and days on which banks are not open for business either in the respective Clearing House or in the place of business of USFB as set out in the Loan Documents.
- 1.29 **“Purpose”** means the purpose for which the Loan is availed by the Borrower, more specifically mentioned in the Sanction Letter.
- 1.30 **“RBI”** means Reserve Bank of India.
- 1.31 **“RBI Guidelines”** shall mean any guideline, circular, notification, regulation, requirement or other restriction or any decision or determination relating to taxation, monetary union, capital adequacy norms and other prudential norms on income recognition, asset classification and provisioning pertaining to advances by banks and financial institutions, liquidity, reserve requirements, or reserve asset, special deposit cash ratio, or capital asset requirements or any other form of banking or monetary control issued or made by, or any interpretation, policy or administration of any of the foregoing, by any Competent Authority having jurisdiction over the matter in question, including any of these that has been or may be issued by RBI in any manner connected with small finance banks in the private sector, whether in effect as of the date of the Loan Documents or thereafter.
- 1.32 **“Repayment”** means and includes repayment of all dues in respect of the Loan, which shall include the principal amount of the Loan, Interest, all taxes, levies, charges, legal fees, expenses and costs etc., as provided in the Sanction Letter.
- 1.33 **“Sanction Letter”** means sanction letter(s) issued by USFB to the Borrower regarding the sanction of the Loan amount and includes the sanction letters as may be issued subsequently by USFB from time to time or any other communication sent by USFB and includes any and all amendments, modifications, variations, supplemental, extensions and/or replacements to any or all of the above, from time to time.
- 1.34 **“Tax”** includes any and all direct and indirect, present and future taxes, including without limitation any tax, levy, impost, duty, demand, cess, fees, revenues, surcharge, claims, public demands or other charge or

withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

- 1.35 **"Website"** or **"Official Website of USFB"** means the website of USFB, presently being [www.ujjivansfb.in](http://www.ujjivansfb.in).
2. **Interpretation:** In the Loan Documents, reference to the masculine gender includes the reference to the feminine gender and vice versa. The meaning of the terms used in the Loan Documents shall be equally applicable for both singular and plural forms of the terms. Unless otherwise specified, reference to a Clause shall mean reference to that particular clause of the Loan Document. The Loan shall be governed by the terms and conditions in the Loan Documents, as well as those terms and conditions embodied in the relevant agricultural loan scheme of USFB.
3. **Loan:** USFB may at its sole and absolute discretion lend to the Borrower and the Borrower should avail from USFB the Loan, for the purpose and on the terms and conditions set out in the Loan Documents, in the sum more particularly set out in the Sanction Letter or as may be agreed between USFB and the Borrower from time to time. The minimum amount of Loan and maximum amount of Loan shall be in such sum, as decided by USFB based on its prevailing guidelines/policies.
4. **Charges/Fees:** The Borrower shall have to pay to USFB applicable Processing Fee, documentation charges, Cheque/ECS/ACH/SI return charges, and all such charges mentioned in the Sanction Letter and the T&Cs. All Charges/Fees will be subject to applicable Tax. In the event the Borrower chooses not to avail the Loan, or requests USFB to cancel the Loan after submission of Application Form, the Borrower shall have to pay to USFB the Processing Fees, and the Processing Fees so paid will not be refundable under any circumstances. The Borrower shall be deemed to have waived specific notice in respect of any such charges or revision thereof and notice published in the Notice Board displayed at the branches of USFB or Website or entry in the account copy shall be deemed to be sufficient notice to the Borrower.
5. **Interest:** (a) The Borrower shall pay interest at the rate specified in the Sanction Letter in respect of Loan, subject to periodical changes in Interest rates from time to time. Interest shall be calculated on actual number of days taken as 365 (Three Hundred and Sixty Five) a year in non-leap year, and 366 (Three Hundred and Sixty Six) days in leap year. In case the tenure of the Loan is spread over a non-leap and a leap year, the Interest is calculated by reckoning 365 (Three Hundred and Sixty Five) days in non-leap year and 366 (Three Hundred and Sixty Six) days in a leap year. In the event the Borrower intends to Pre-Close the Loan, the Interest would be calculated upto the date of actual Pre-Closure. Interest shall be payable by the Borrower, at such periodicity as mentioned in the Sanction Letter, on the last Business Day of such period. The Borrower shall be deemed to have perused and understood USFB's method of calculating Interest on reducing balance rate and EMI. (b) During the tenure of the Loan, USFB shall have, at its discretion, the right to change/ reset/ revise the rate of Interest, including any benchmark recognised for arriving at the Interest [such as MCLR or External Benchmark Lending Rate ("EBLR")], at any time and from time to time as per its policy and/ or the guidelines issued by RBI or applicable laws or regulations, if any. Also, during tenure of the Loan, USFB shall have the right to shift/change the basis of such benchmarks to any permissible reference rate as per the guidelines of RBI or as per its policy. However, in all such situations, USFB shall intimate the Borrower of such changes, through electronic media or print media or through display made in USFB's outlets/ branches/ offices. Also, USFB shall ensure that such changes are effected only prospectively. The Borrower is advised that EMIs shall automatically change by reason of change in any rates, taxes, charges, imposts, levies and monies whatsoever that are or may be levied on the EMIs or the transaction contemplated under the Loan Documents or are or may become payable by USFB by virtue of the Loan Documents. Such change in the EMIs due to change in the rates, taxes, charges, imposts, levies and monies as stated above shall be effected only prospectively and the same shall automatically form part of the Loan. (c) The Borrower should reimburse or pay to USFB such amount as may have been paid or payable by USFB to any Competent Authority, on account of any tax levied on Interest on the Loan.
6. **Disbursement:** USFB's obligation to disburse the Loan shall be subject to the Borrower handing over to USFB such documents, as may be applicable and required by USFB. The disbursement of the Loan may be made: (a) into an account of the Borrower maintained with USFB, or (b) to such other bank account of the Borrower at the place, approved by USFB, where the agricultural proceeds are received, or (c) to any bank account of any Dealer/Seller, based on the instructions given to USFB by the Borrower. Disbursement of the Loan, made in any of the above manner, shall be deemed as disbursement received by the Borrower. The disbursements under the Loan shall be deemed to be made on the date the cheque(s)/pay order(s)/authorization(s)/demand draft(s)/NEFT/RTGS is/are issued/made by USFB, irrespective of whether the same is actually received or not by the Borrower/the person(s) directed by the Borrower. The Loan may be disbursed by USFB in single or multiple tranches.
7. **Repayment:** (a) Subject to the T&Cs and other terms and conditions under the Loan Documents, the repayment of all amounts under the Loan should be made within the tenure specified in the Loan Documents, in conformity with the repayment conditions stipulated by USFB, and to be made by direct debit from the relevant bank account of the Borrower or through any other mode as may be permitted by USFB. USFB may, at its discretion, permit payment through National Automated Clearing House Instructions ("NACH") or Electronic Clearing Service Instructions ("ECS") or Standing Instructions ("SI") linked to the Borrower's account with USFB or through any other mode. The Borrower shall have to execute requisite

mandate for registering NACH/ECS/SI in this regard. Payment in cash will be permitted in case there is any technical error in execution of NACH/ECS/SI or the remittance relates to overdue payment or Pre-Closure. Notwithstanding the above, the Borrower shall have to pay to USFB, on demand being made by USFB, the balance then outstanding and owing to USFB inclusive of all Interest upto the date of payment, together with any other charges as demanded by USFB. (b) In case any part of the repayment is bounced owing to insufficient funds or any reason whatsoever, USFB shall be entitled to collect from the Borrower applicable charges at the rate specified in Sanction Letter/other Loan Documents. Any such charges for bounce of payment of EMI should be paid to USFB by the Borrower in cash, unless USFB permits any other mode. (c) The repayment of the Loan should be made on the dates as mentioned in the Sanction Letter. In the event the repayment date falls on a Public Holiday, the repayment should be made on the immediate next Business Day. (d) If the Borrower wishes to Pre-Close the Loan, the same may be done by fulfilling the conditions specified in the Sanction Letter/Loan Documents. (e) If, during subsistence of the Loan, the EMI or tenure of the Loan undergoes any enhancement or reduction, either pursuant to USFB favourably considering any request of the Borrower or due to any other reason whatsoever, USFB may, for operational convenience, close the existing account relating to the Loan and carry forward the balance available in such existing account relating to the Loan to any newly opened account, or to reassign a new account number to the account relating to the Loan. This shall not be treated as novation or dilution or waiver of the covenants contained in the Loan Documents, and the Borrower shall be liable to conduct the account relating to the Loan in conformity with the covenants in the Loan Documents and amortize the Loan accordingly.

- 8. Restriction of Liability:** The sanction of Loan is at the sole discretion of USFB and the Borrower shall not have any right to insist USFB in this regard. USFB does not undertake any obligation to finance any further credit requirements of the Borrower, on account of growth in business of the Borrower or otherwise, without proper credit evaluation. USFB is not bound to disburse the Loan even if sanctioned, unless the Borrower conforms to the Conditions Precedent (discussed hereunder) and the terms and conditions governing the Loan. If the Borrower fails to comply with any of the terms and conditions governing the Loan, or if USFB is of the opinion that the Borrower is not compliant of any terms and conditions governing the Loan, USFB may cancel and recall the Loan at its discretion, even if the Loan is disbursed in full or in part. The Borrower shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all EMI of Outstanding Amount on or before the relevant Due Date(s) without any further notice/intimation being given by USFB, at such place/s as USFB may specify, without any deductions whatsoever so as to enable USFB to fully realize the amounts due on or before the respective Due Date(s). Credit for payments by any method will be given only on realization or on the relative Due Date(s) or the date for payment of EMI, whichever is later. The acceptance by USFB of any payment which is less than the full EMI or the amount due shall not constitute a waiver of USFB's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of USFB.
- 9. Conditions Precedent:** The obligation of USFB to make any disbursement under the Loan shall be subject to the fulfilment of the following conditions:
- a) The Borrower meets USFB's requirement of creditworthiness. USFB shall be entitled to make or cause to be made market inquiries or Credit Bureau checks of such nature as USFB may deem fit in this regard and, further, it shall be entitled to call for such credentials from the Borrower as may be required.
  - b) The Borrower is in compliance of all the terms and conditions under the Loan Documents, and there exists no default or breach under the Loan Documents or circumstance which may make it improbable for the Borrower to fulfil his/her/their obligations under any Loan Document.
  - c) In relation to the Borrower, absence of any pending, ongoing or threatened proceedings which, if adversely determined, may have an adverse effect on: (i) the ability of the Borrower to comply with the Loan Documents, or (ii) the interests of USFB.
  - d) Execution, filing, registration and delivery, by the Borrower, of all Loan Documents in the form, manner and substance acceptable to USFB.
  - e) (If the Loan is secured by any property) creation and perfection of the security interest over the security as mentioned in the Loan Documents by the Borrower in favour of USFB in the form, manner and substance acceptable to USFB.
  - f) If required by USFB or under any provision of law, the Borrower to furnish USFB such evidence as may be acceptable to USFB, (i) about the utilization of the proceeds of the prior disbursements (if any) under the Loan, and (ii) that the disbursement is required for and shall be utilized only for the purpose for which the Loan is sanctioned.
- 10. Representations and Warranties:** The Borrower by way of availing the Loan would be deemed to have represented and warranted, on a continuing basis till closure of the Loan, to USFB as under:
- a) The Borrower is entitled and empowered to borrow the Loan and execute the Loan Documents, and execution of the same will create legal and binding obligations on him/her/them and shall be enforceable in accordance with the terms contained therein;
  - b) The Borrower is fully aware of and has understood the contents of the Loan Documents, and the Loan Documents are being executed with full knowledge and awareness of his/her/their obligations;

- c) If the Borrower is engaged in dairy business, then he/she/they own(s) such number of cattle (cow or buffalo) in milking stage, as per the conditions stipulated by USFB from time to time;
- d) If the Borrower is engaged in the business of sericulture then he/she/they rear(s) silk worms and owns land in such extent, for growing mulberry for silk rearing, as per the conditions stipulated by USFB from time to time;
- e) If the Borrower is applying loan for farm machinery maintenance loan then he/she/they own(s) such number of tractor(s) and agricultural land in such extent, as per the conditions stipulated by USFB from time to time;
- f) The purpose of the Loan conforms to USFB's policy;
- g) Except to the extent disclosed to USFB in writing, the Borrower has not borrowed money from other lenders;
- h) Except to the extent disclosed to USFB in writing, the Borrower is not a Director or senior official or specified near relation (as defined in the Companies Act 1956/2013) of a Director or senior official of USFB or any other bank. No Director or employee of USFB or their relative has any substantial interest in the activities carried out by the Borrower;
- i) The Borrower shall not, during subsistence of the Loan, induct or appoint in his/her business any person who is a Director or Employee of USFB or their relative;
- j) The Borrower is not served with any notice for breach or infringement of any law. Except to the extent disclosed to USFB, no civil or criminal (including, but not limited to, any insolvency or bankruptcy) proceedings is/are initiated or pending or threatened against the Borrower or his/her/their assets;
- k) The Borrower is not defaulter/willful defaulter or facing any proceedings for declaring as defaulter/willful defaulter. In the event any one the Borrower is identified as wilful defaulter, the Borrower should take expeditious and effective steps for removal of such person from the activity of the Borrower;
- l) All information provided by the Borrower to USFB are true, fair, correct, accurate and complete in all respects and no relevant fact or information has been omitted to be stated or updated in order to induce USFB to provide the Loan.

**11. Additional Terms and Conditions:**

The Borrower by availing the Loan would be deemed to have acknowledged and confirmed that:

- a) In case if the Borrower has to leave the agricultural or allied activities for any reason attributable to his default, negligence, misbehaviour or otherwise, or by an act of God or due to unforeseen circumstances or he/she/they become(s) incapacitated to continue the agricultural or allied activities, the Outstanding Amount shall be repaid, immediately, upon demand by USFB;
- b) The Borrower shall inform USFB of any change in his/her/their financial condition or his/her/their business, which is likely to affect USFB's decision to continue the Loan;
- c) The Borrower shall promptly give written notice to USFB of (i) any dispute which might arise between the Borrower and any person or any governmental body or authority; and (ii) any material circumstances affecting the ability of the Borrower to repay the Loan in the manner stipulated hereunder;
- d) The Borrower shall at all times during the currency of the Loan ensure that he/she/they has/have duly paid all taxes and statutory dues;
- e) The Borrower shall not have any right of lien or right to set-off (whether under law or contract or otherwise) upon any money against/towards the Outstanding Amount or any portion thereof, and the Borrower shall be deemed to have voluntarily waived all such rights;
- f) The Borrower shall inform USFB in writing of any theft or damage to the property(ies) created out of the Loan forthwith upon such theft or damage, apart from lodging appropriate claim with the concerned insurance company in respect of such theft or damage;
- g) The Borrower shall on USFB's request do, perform and execute such acts, deeds, matters and things as USFB may consider necessary.
- h) The Borrower shall, on USFB's request, submit such further documents, information, matters and things as USFB may consider necessary.
- i) The Loan availed from USFB shall be utilized only for the purpose for which it is sanctioned and shall not be utilised for any other purpose. The Borrower shall submit to USFB a certificate, in such form, mode and manner as stipulated by USFB, regarding end use of the Loan. In addition to this, USFB may, at its discretion, get the records of the Borrower verified through the auditor(s) of the Borrower or any auditor of USFB's choice to confirm end use of the Loan. USFB shall have the right to take appropriate measures (including criminal action) against the Borrower if such certification is found to be invalid/wrong. Further, if USFB suspects or has reason to believe that the Borrower has violated the undertaking and/or any other terms and conditions stipulated by USFB including default of the repayment of the Loan or the Interest or charges, USFB shall have the right to recall the Loan at any point of time, and upon the Borrower failing to make the said payments within 7 (Seven) days from the date of such demand, USFB shall be entitled to recover the dues of the Borrower through lawful means.
- j) The Borrower shall not mortgage, pledge, charge, hypothecate, sell or cause to be sold/disposed of or encumbered in any manner the assets owned by him/her/them, and keep them in good condition. On

occurrence of any Event of Default, the sales realization and the proceeds of such assets shall be held by the Borrower as trustee for USFB and paid to USFB as and when received by the Borrower.

- k) No portion of the Loan or financial assistance obtained from USFB shall be used to carry out any activity prohibited under the environmental laws of the country. In case any of the activities carried out by the Borrower is barred under the environmental law either through an amendment or legislation, the Borrower shall notify the same to USFB immediately and stop the activity forthwith. Further, the Borrower shall comply with the provisions of Child Labour (Prohibition and Regulation) Act 1986 and all its subsequent amendments.

**12. Event of Default:**

- a) Non-payment of amounts payable under the Loan Documents (including but not limited to EMI) on the relevant Due Date thereof or where any NACH/ECS/SI is not renewed before the relevant Due Date or if any payment made by the Borrower to USFB falls short of the payment required to be made by the Borrower with respect to the amount due from the Borrower to USFB.
- b) Breach of any terms and conditions of the Loan Documents.
- c) Any information, representation, warranty, confirmation, assurance or declaration provided by the Borrower or any third party in terms of/ under any Loan Document and/or in relation to the Loan is or becomes false, misleading or otherwise incorrect.
- d) (If the Loan is secured by any property) the security is in jeopardy or its value depreciates, including in case of excess damage, to such an extent that in the opinion of USFB further security should be given and such security is not given, or rights over the security created are altered, or is used for any illegal purposes/activities, or if the ability of USFB to enforce the security is affected.
- e) Failure of the Borrower to inform USFB of the occurrence of any Event of Default or any event which after the notice or lapse of time, or both, would become an Event of Default.
- f) Failure of the Borrower to furnish to USFB a detailed end use certificate/statement of the Loan as and when required by USFB.
- g) Any default by the Borrower under any credit facility agreement or arrangement entered into by the Borrower with USFB, any bank and/or financial institution/ non-banking financial company and/or other creditors, either under the Loan Documents or vice-versa ("**Cross Default**").
- h) Initiation or threatening of any proceedings for declaring the Borrower as insolvent or wilful defaulter or passing of any order against the Borrower thereunder.
- i) The Borrower ceases to carry on the declared occupation or profession and/or becomes disqualified or disentitled (temporarily or permanently) from carrying on the declared occupation or profession and/or ceases to be a member of any association of professionals of which the Borrower is a member and/or if any disciplinary proceeding or action is instituted or taken against the Borrower.
- j) One or more events, conditions or circumstances exist or shall have occurred which will have a Material Adverse Effect on the Loan.

The decision of USFB as to whether or not an Event of Default has occurred will be final and binding upon the Borrower. The Borrower shall have to promptly notify USFB in writing upon becoming aware of any default and any event which constitutes (or, with the giving of notice, lapse of time, determination of materiality or satisfaction of other conditions, would be likely to constitute) an Event of Default and the steps, if any, being taken to remedy it.

- 13. Remedies of USFB:** (a) Upon the happening of any Event of Default, USFB may, by a notice in writing to the Borrower and without prejudice to the rights and remedies available to USFB under the Loan Documents or otherwise call upon the Borrower to pay all the Outstanding Amount in respect of the Loan and otherwise; (b) USFB may, at its absolute discretion, appropriate any payments made by the Borrower and any amounts realized by it, towards the Outstanding Amount and in any manner whatsoever. Notwithstanding any such appropriation by USFB towards settlement of any dues payable by the Borrower to USFB, the Borrower shall continue to remain liable to USFB for all remaining amounts comprising the Outstanding Amount; (c) USFB will be having absolute rights, at the sole risk and cost of the Borrower, to engage any receiver, agent, manager or other person to collect the Outstanding Amount and/or to exercise all or any of the powers vested on USFB and will also be entitled to recover and receive from the Borrower the remuneration and/or charges of such receiver, agent, manager or other person as aforesaid. USFB may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto, as USFB deems fit; (d) Without prejudice to the foregoing, if the Borrower is permitted to avail the Loan at any concessional rate of Interest, upon occurrence of an Event of Default USFB may, at its discretion, change the rate of Interest to the rate applicable to open market loan of USFB with effect from date of occurrence of the Event of Default (without prejudice to USFB's rights to recall or cancel the Loan at its discretion), and the Borrower voluntarily waives notice from USFB in regard to such changes, and in such case the Borrower shall repay or conduct the Loan in conformity with such changed rate of Interest or such other conditions stipulated by USFB. No delay in exercising or in omission to exercise, any right, power or remedy accruing to USFB upon any default under the Loan Documents shall impair any right, power or remedy or shall be construed as a waiver thereof or any acquiescence in such default affect or impair any right, power or remedy of USFB in respect of any other default.

- 14. Subsidy/ Incentive:** If the Loan or the Borrower is eligible for any subsidy or incentive at the instance of any State or Central Government or Authority, such subsidy/incentive shall not be gratuitous, and such subsidy/incentive shall be available to the Borrower only if he/she/they is/are compliant of the underlying Rules/ Regulations/ Provisions governing such subsidy/incentive, apart from meeting the conditions and obligations envisaged thereunder. Further, USFB shall reckon such subsidy/incentive only in accordance with the underlying Rules/ Regulations/ Provisions governing such subsidy/incentive, and USFB shall not undertake any obligation or liability with regard to such subsidy/incentive other than those are covered under the underlying Rules/ Regulations/ Provisions governing such subsidy/ incentive. The Borrower shall not be eligible for subsidy/incentive, unless conduct of the account in relation to the Loan is satisfactory in the opinion of USFB/ the Authority which grants the subsidy/incentive. The Borrower should refund the subsidy/incentive, if any, received by him/her/them forthwith upon demand by USFB, either to USFB or to any Authority stipulated by USFB. Any such amount not refunded shall automatically form part of the Loan/ Outstanding Amount.
- 15. Credit Shield:** Borrowers who wish to obtain life insurance cover for insuring their lives shall be free, on voluntary basis, to opt for insurance coverage. USFB will, under no circumstance, insist its borrowers to avail the insurance coverage. USFB may administer life insurance through selected insurance companies, the list of which may change from time to time. Such insurance, subject to the guidelines of the concerned insurance company, would cover the lives of borrowers. If specifically requested by the Borrower, USFB would facilitate the Borrower, through the insurer identified by USFB, to obtain a life insurance cover. The life insurance coverage shall be available only if the Borrower specifically opts therefor and pays the applicable insurance premium. Borrowers who wish to opt for such insurance coverage should peruse the relevant booklet containing the details of insurance companies with whom USFB has tie up, the structure of sum assured, rate of insurance premium etc. and clearly understand the benefits and de-merits of the insurance coverage prior to opting for insurance coverage. USFB shall be mere corporate agent in regard to such insurance arrangement and all issues pertaining to such insurance coverage, including the insurance premium, eligibility norms, insurance claims etc., shall be governed by the terms and conditions of the Master Policy of concerned insurer. Insurance coverage will not be available in case of drop-out or Pre-Closure of the Loan. All matters related to the insurance policy are subject to terms and conditions of the concerned insurer. Any borrower opting for such life insurance being administered by USFB may pay the applicable premium amount either by depositing with USFB or by authorizing USFB to deduct from and out of the proceeds of the Loan, for onward payment to the concerned insurer(s). The borrowers should get proper receipts therefor. However, nothing contained herein shall cast any obligation on USFB to insure the lives of the borrowers or to renew the policy/ies. The borrowers shall be solely responsible to obtain credit shield, insuring his/her/their life and to get such policy/ies renewed from time to time. USFB reserves the right (but not bound) to pay the premium on behalf of the borrowers in case of the borrowers' failure and get such amounts reimbursed by the concerned borrower. USFB shall have the right to receive and adjust any payment that insurers may settle in connection with any insurance policy/ies against the Loan, and alter the repayment schedule of the Loan in any manner as it may deem fit notwithstanding anything to the contrary contained in the Loan Documents or any other document or paper.
- 16. USFB's Rights of General Lien and Set Off:** USFB shall have general lien and right of set off on all the deposit accounts maintained by the Borrower with any branch of USFB and/or on all articles or assets (whether movable or immovable) of the Borrower in the custody of USFB either as securities for any other loan/advance availed by the Borrower from USFB or kept in safe custody/safe deposit vault. In the event of default being committed by the Borrower in payment of the instalments, USFB shall be entitled to exercise its rights of set off and appropriate any deposits maintained by the Borrower with any branch of USFB. USFB will be within its rights to sell/dispose of all such articles/assets held by USFB at its discretion, if USFB observes any breach of terms of the Loan Documents or the terms and conditions, and appropriate the proceeds in satisfaction of the dues owed by the Borrower to USFB. In addition to the above mentioned rights or any other right which USFB may at any time be entitled whether by operation of law, contract or otherwise, USFB will have absolute rights to: (a) combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of USFB, and (b) sell or dispose of any of the assets of the Borrower held by USFB, by way of public or private sale or assignment or in any other manner whatsoever without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to USFB from the Borrower, including costs and expenses in connection with such sale/disposal/transfer/assignment.
- 17. Appropriation of Payments:** Notwithstanding anything contained in the Loan Documents or in any other documents or instructions given by the Borrower, the repayment made by the Borrower or amount realised/received/recovered by USFB towards repayment of the Loan shall be appropriated at the absolute discretion of USFB in the following order: (a) firstly, towards the re-imbusement of the costs/expenses incurred by USFB in relation to the Loan; (b) secondly, towards Interest in arrears, whether debited or not; and (c) lastly, towards the principal amount of the Loan. Notwithstanding the above, any amount paid to USFB/received by USFB may be appropriated by it towards the amounts due from the Borrower (including Outstanding Amount), in the manner that USFB deems fit, at its absolute discretion.

18. **Death of any Borrower:** In case of death of any Borrower, USFB may at its discretion, permit continuance of the Loan, provided the legal heirs of the Borrower/surviving Borrower(s) agrees to the terms and conditions governing the Loan. This shall, however, be subject to the settlement of death claim under the Credit Shield, and appropriation of the proceeds of death claims settlement done by USFB shall not be disputed by the nominee/heirs/successors/representatives of the Borrower at any point of time.
19. Upon closure of the Loan, USFB shall have the right to destroy at its pure discretion, the documents/information submitted by the Borrower in connection with the Loan.
20. **Indemnification:** The Borrower should indemnify and keep USFB, its officers, employees, authorized representatives, directors and affiliates (each, an "**Indemnified Party**") fully indemnified and harmless from and against all the consequences of breach of any of the terms, conditions, statements, undertakings, representations and warranties of the Borrower, as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "**Claims**") faced, suffered or incurred by any Indemnified Party. The Borrower should bear and pay all present and future stamp, registration and similar taxes or charges which may be payable in connection with the acceptance, delivery, performance or enforcement of the Loan Documents. The Borrower should indemnify and keep USFB indemnified at all times against any and all loss, costs, charges, expenses and liabilities including penalties with respect to or resulting from delay or omissions to pay any such stamp, registration and similar taxes or charges. Such stamp, registration and similar taxes or charges (if not paid or reimbursed by the Borrower) shall be deemed to be the amounts due under/in relation to the Loan.
21. **Notice:** Any notice or request or communication to be given or made by a party to the other shall be in writing and shall be sent to the concerned party(ies) at the address mentioned/specified in the Loan Documents. The notice/ request/ communication sent by the Borrower should be by way of pre-paid registered AD post/speed post and to be sent to the address of USFB (mentioned in the Loan Documents) and shall be deemed to have been received by USFB, when it shall have actually been received by USFB at the address. The notice/ request/ communication sent by USFB may be sent in any manner that USFB may so deem fit and proper (in its sole and absolute discretion) and the same shall be deemed to have been received by the Borrower: (a) if given by post on the expiration of 2 (Two) days after the same shall have been delivered to the post office and for proving the service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted, and (b) if delivered personally, when left at the address of the Borrower (mentioned in the Loan Documents), and a certificate by an officer of USFB who sent such notice or communication that the same was so given or made shall be final, conclusive and binding on the Borrower.
22. **Assignment:** USFB shall, without reference to or intimation to the Borrower, be absolutely entitled and have full power and authority, to sell and/or assign to any third-party as USFB may decide, the Loan and all Outstanding Amount to USFB under the Loan in any manner, either in whole or in part and on such terms as USFB may decide including assigning or reserving to USFB the power to proceed against the Borrower, on behalf of the assignee, in case of any default committed by the Borrower under the Loan. USFB may, if it so desires, also assign to such assignee, the right to proceed against the Borrower. Any such sale or assignment shall bind the Borrower and the Borrower shall accept the third-party as its sole creditor jointly with USFB and in such event the Borrower shall pay to USFB or such creditor or as USFB may direct the outstanding amounts due by the Borrower under the Loan. Notwithstanding anything to the contrary contained in any of the Loan Documents, during the subsistence of the Loan, USFB shall have the liberty to shift, at its discretion, without notice to the Borrower, from time to time a part or portion of the outstanding Amount in the limit/s of the Loan (hereinafter referred to as the "Participation") to one or more scheduled commercial banks (hereinafter referred to as the "Participating Bank/s") and the Participation shall be governed by the terms of the Uniform Code Governing Inter Bank Participations, 1988 which the Borrower has read and understood, and all amendments thereto, from time to time. The Participation shall not affect the rights and obligations, inter se, the Borrower and USFB in respect of the Loan, in any manner whatsoever. Such Participation shall be available to USFB, for and in respect of all additional/ further limits under the Loan, without any confirmation/ consent of or any reference to the Borrower in that behalf. The Borrower shall not have and shall not claim any privity of contract with any such Participating Banks under the Participation and USFB shall and shall continue to represent the Participating Banks in all respects and for all matters arising out of/relating to the Participation. The Borrower understands that in the event USFB sells/assigns the Loan and/or all amounts which is outstanding and due to USFB, in any of the mode stated above, such assignment may cover transfer and assignment of any or all rights and obligations of USFB under the Loan, which may inter alia include, but not limited to the right to determine the rate of Interest, the External Benchmark Lending Rate/MCLR applicable to the Loan, re-pricing and pre-closure charges, collection procedure and all other relevant and incidental matters to the Loan Account. Any such sale, assignment, transfer of the Loan, Outstanding Amount and rights/obligation of USFB shall conclusively bind the Borrower.

23. **Miscellaneous:** (a) In case the Loan is backed by a guarantee, the guarantor shall be liable under such guarantee as a principal debtor, and will be jointly and severally liable with the Borrower. USFB will be within its right to proceed either against the guarantor or the Borrower for recovery of Outstanding Amount, in case of default. (b) No delay in exercising or omitting to exercise any right, power or remedy accruing to USFB shall impair any right, power, remedy of USFB nor shall be construed to be a waiver thereof or any acquiescence of such default. No action or inaction of USFB in respect of any default or acquiescence of any default affect or impair any right, power or remedy of USFB in respect of any other default. The rights and remedies of USFB provided herein and in the Loan Documents are cumulative and in addition to any rights and remedies provided by law which USFB shall be entitled, but without being bound, to exercise at its absolute discretion. (c) The provisions/clauses of the Loan Documents that by their nature and context (including but not limited to the provisions/ clauses for enforcement, jurisdiction, payment of interest, liability of the Borrower and their covenants, representation and warranties etc.) are intended to survive the performances hereof, shall so survive the completion and termination of the Loan Documents. (d) USFB has displayed in notice board of branches of USFB a copy of Grievance Redressal System (GRS) to redress any grievance before the appropriate authority of USFB. (e) USFB has ensured appropriate staff behaviour by providing them adequate periodical training on their areas of work. Further, USFB has ensured that the Code of Conduct for its staff is in conformity with the Code of Conduct duly approved by its Board of Directors. Grievances of whatsoever nature can be redressed in the manner provided in the Grievance Redressal System. Moreover, measures have been formulated to prevent inappropriate staff behaviour.
24. **Disclosure:**
- a) USFB reserves the right to disclose, from time to time, any information and data relating to the Borrower (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2000/2008, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and/or any other statute) and/or the Loan, in or outside India, to: (i) any group entity of USFB or any of their employees, agents, representatives etc.; (ii) third parties engaged by USFB or any of its group entities for purposes such as marketing of services and products; (iii) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to USFB or any group entity; (iv) any of the service providers or professional advisers of a group entity with the rights to further share it with their sub-contractors in any jurisdiction; (v) any credit bureau, database/databanks, corporates, banks, financial institutions etc.; (vi) any authority or other entity as required by law or any authority; and/or (viii) any other person: (1) to (or through) whom USFB assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights and obligations under the Loan Documents/Loan; and/or (2) pursuant to the processing or management of data relating to the Loan or the Borrower.
  - b) The Borrower shall only provide true and correct information and data to USFB. The Borrower further is aware and understands that: (i) CIBIL and any other agency so authorized may use, process the said information and data disclosed by USFB in the manner as deemed fit by them; and (ii) CIBIL and any 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 grantors or registered users, as may be specified by RBI in this behalf.
  - c) USFB shall have the right of disclosing/submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') 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 USFB, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by RBI to banks from time to time and the Borrower should promptly authenticate the 'financial information' submitted by USFB as and when requested by the concerned 'IU'.
  - d) The Borrower shall not raise any dispute in whatsoever manner regarding information/details furnished/to be furnished to Credit Information Company (CIC) or information utilities or any other agency or authorities or as may be otherwise required by USFB.
25. **Governing Laws and Jurisdiction:** The Loan Documents shall be governed by and construed in accordance with the laws of India. All disputes arising out of and/or in relation to the Loan Documents, the Loan and/or any other document in relation to the Loan shall be subject to jurisdiction of the courts/tribunals of the city/place in which the branch of USFB from where the disbursement has been made is situated and that, accordingly, any legal action, suit or proceedings arising out of or in connection with the Loan Documents may be brought in those courts/tribunals of competent jurisdiction. Provided however, that USFB may, in its absolute discretion commence any legal action or proceedings arising out of the Loan Documents in any other court, tribunal or other appropriate forum.
26. **Purpose for which the Loan can be availed:** Agricultural and allied activities, such as Dairy, Sericulture and maintenance of Tractor & Farm Implements.
27. **Other Disclosures:**

- a) USFB is committed to transparency and Fair Lending Practices.
- b) The Borrowers are not under obligation to sign the Demand Promissory Note or other documents forming part of the loan transaction, unless all blank spaces therein are duly filled in with relevant particulars to the satisfaction of the Borrowers.
- c) USFB never insists the Borrowers to submit any document, instrument, security or valuable items, other than what are discussed in the Loan Documents.
- d) USFB issues receipt for any amount collected from the Borrowers.
- e) No Security Deposit/Margin, other than those stipulated in the Loan Documents, is being collected from the Borrowers.
- f) The pricing of the Loan conforms to the guidelines of RBI.
- g) The moratorium between the grant of the Loan and the Due Date of the Repayment of the first instalment is more than the frequency of repayment.
- h) Borrowers who are facing serious debt repayment problems for reasons beyond their control can approach the concerned branch of USFB seeking rescheduling their loans.
- i) The grant of Loan is not linked to any other product/services offered by USFB or third party.
- j) The privacy of Borrower data will be respected, subject to Clause: 24 above.

The Borrowers may contact the toll-free helpline number **1800 208 2121** for clarifications, or if they observe inappropriate behavior or demands which do not conform to the clause titled 'Other Disclosures' by any of the staff of USFB. The Borrower may also approach the Regional Nodal Officers of USFB at the respective Regions (changes in the contact particulars shall be updated on the Website, and the Borrower is advised to visit the Website for latest contact particulars of the Regional Nodal Officers):

East	West	North	South
<b>Regional Nodal Officer</b> Ujjivan Small Finance Bank Ltd., 4th Floor, Rishi Tech Park, Premises No.02-0360, Plot No.DH-6/2, Action Area 1D, New Town, Kolkata - 700 156 Contact Number: +91 33 4045 2171 Ext: 171 Email: <a href="mailto:rno.east@ujjivan.com">rno.east@ujjivan.com</a>	<b>Regional Nodal Officer</b> Ujjivan Small Finance Bank Ltd., Almonte IT Park, SR No: 8, 7 <sup>th</sup> Floor, Next to Reliance Smart, Hadapsar Mundhwa Bypass, Village Kharadi, Pune - 411 014 Contact Number: +91 20 41412121 Ext: 130 Email: <a href="mailto:rno.west@ujjivan.com">rno.west@ujjivan.com</a>	<b>Regional Nodal Officer</b> Ujjivan Small Finance Bank Ltd., Block-D, Plot No: 7, Vyapar Marg, GMTT Building, 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor, Block D, Sector 3 Noida, Uttarpradesh - 201 301 Contact Number: +91 0120 6262121 Ext: 120 Email: <a href="mailto:rno.north@ujjivan.com">rno.north@ujjivan.com</a>	<b>Regional Nodal Officer</b> Ujjivan Small Finance Bank Ltd., Grape Garden, No: 27, 3rd A Cross, 18th Main, 6th Block, Koramangala, Bengaluru - 560 095 Contact Number: +91 80 4071 2121 Ext: 874 Email: <a href="mailto:rno.south@ujjivan.com">rno.south@ujjivan.com</a>

**Copy of these Terms and Conditions is available at branches of USFB for reference purpose. The Borrower is not under obligation to accept/acknowledge/agree to/sign the Loan Documents (which includes these Terms and Conditions) unless he/she/they reads, understands and convinces himself/herself/themselves about the terms and conditions of the Loan Documents, and he/she/they is/are fully agreeable with the clauses therein.**