

**TERMS AND CONDITIONS GOVERNING THE FACILITY AGREEMENT OF CREDIT SUPPORT UNDER
KISAN PRAGATI CARD SCHEME**

1. Definitions

- 1.1** “**Additional Interest**” means and includes the interest that is levied by USFB at the rate specified in the Facility Agreement on the occurrence of any other Event of Default mentioned hereunder, from the date of occurrence of the Event of Default until the remedy of the same, and such Additional Interest shall be in addition to the applicable Interest.
- 1.2** “**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 Facility Agreement or at any time thereafter.
- 1.3** “**Application Form**” means, as the context may permit or require, the credit facility application letter submitted by the Borrower for availing the Facility, 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 Facility as required by USFB.
- 1.4** “**Availability Period**” means the period/date as mentioned in the Schedule of the Facility Agreement, during/within which the disbursement may be made under the Facility or any other period/date as may be specified by USFB from time to time..
- 1.5** “**Bank**” or “**Lender**” or “**USFB**” shall mean Ujjivan Small Finance Bank Limited, a company incorporated under the Companies Act, 2013 (CIN: U65110DL2016PLC302481) having its Registered Office at Plot No: 2364/8, Khampur Raya Village, Shadi Kampur, Main Patel Road, New Delhi, India – 110 008 and Corporate Office at Grape Garden, No: 27, 3rd A Cross, 18th Main, Koramangala 6th Block, Bengaluru – 560 095.
- 1.6** “**Borrower**” means and includes such person to whom USFB has agreed to grant the Facility and who has received the Facility, and shall, unless repugnant to the context, be deemed to include the Co-Borrower(s).
- 1.7** “**Business Day**” means a day (other than Public Holiday) on which USFB and banks are open for business in the location from where the Facility is sanctioned.
- 1.8** “**CERSAI**” means the Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
- 1.9** “**CIBIL**” shall mean TransUnion CIBIL Limited, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns.
- 1.10** “**Co-Borrower**” means and includes the person who, along with the Borrower, shall be jointly and severally liable for repayment of all amount under the Facility and his/her/their obligation in relation to the Facility 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 Facility himself/herself/themselves.
- 1.11** “**Competent Authority**” shall mean the Government of India (“Gol”), the Reserve Bank of India (“RBI”) 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 the 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 the RBI.
- 1.12** “**Contract Farming**” means a farming which involves agricultural production carried out on the basis of an agreement between buyer and farm producers.
- 1.13** “**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.
- 1.14** “**Crop**” means cultivated plants (cereal, fruit, or vegetables) that are grown on a large scale commercially.
- 1.15** “**Due Date**” means the date(s) on which any amounts in respect of the Facility including the Interest and/or any other monies, fall due.
- 1.16** “**Effective Date**” means, unless specified otherwise, the date on which the Facility amount is first drawn by the Borrower or disbursed by USFB to the Borrower.

- 1.17** “**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 Reserve Bank of India, participation in which has been consented to in writing by the Borrower for facilitating payment of PIs.
- 1.18** “**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 in the Schedule of the Facility Agreement.
- 1.19** “**Facility**” means such amount of the loan/financial assistance which is sanctioned to the Borrower by USFB based on the Application Form submitted by the Borrower, in the sum specified in the Facility Agreement.
- 1.20** “**Facility Agreement**” means the agreement with reference to the Facility, duly executed by the Borrower in favour of USFB and any and all schedules/annexures/attachment(s) annexed thereto.
- 1.21** “**Facility Documents**” means the Application Form, Sanction Letter, Facility Agreement, the Security Agreement 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 Facility and each such Facility Document as amended from time to time.
- 1.22** “**Farm Implement**” means any implement, equipment, engine, motor, machine, combine, tractor or attachment used or intended for use in farming operations.
- 1.23** “**Fixed Rate of Interest**” means the fixed rate of Interest applicable on the Facility as per the Facility Agreement, which is subject to review by USFB from time to time.
- 1.24** “**Floating Rate of Interest**” shall mean the sum of the MCLR or External Benchmark Lending Rate plus Spread applied by USFB on the Facility, as per the Facility Agreement, which is subject to review by USFB from time to time.
- 1.25** “**Guarantee**” means the irrevocable and unconditional guarantee (if any) in favour of USFB, issued or to be issued by the Guarantor(s) in a form and manner satisfactory to USFB, to secure the obligations of the Borrower with reference to the Facility.
- 1.26** “**Guarantor**” means person(s) or entity(ies) (if any) who has/have guaranteed the due performance and repayment of the Facility by the Borrower and have stood as a surety/guarantor for the Facility.
- 1.27** “**IBC**” shall mean the Insolvency and Bankruptcy Code, 2016, along with all rules and regulations thereunder, as amended/supplemented/modified from time to time.
- 1.28** “**Intercropping**” means the practice of cultivating two or more crops together on the same piece of land in one crop season, in a definite pattern.
- 1.29** “**Interest**” shall have the meaning as assigned to the term in Clause: 5 of the Facility Agreement.
- 1.30** “**Late Payment Charges**” means the interest that should be paid by the Borrower to USFB at the rate specified in the Facility Agreement on account of delay in payment of the PI or PPII or any other amounts due and payable by the Borrower to USFB on the respective Due Dates. Late Payment Charges shall be calculated from the Due Date until payment is made to USFB and the same shall be in addition to the applicable Interest.
- 1.31** “**Loan To Value Ratio**” or “**LTV**” means the ratio of the Outstanding Amount to the current market value of the Security as determined by USFB in its absolute discretion.
- 1.32** “**Long Duration Crop**” means a Crop with crop season longer than 1 (One) year.
- 1.33** “**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 in the Schedule of the Facility Agreement.
- 1.34** “**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 Facility Documents in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the Borrower.
- 1.35** “**Mixed Cropping**” means the practice of cultivating two or more crops together on the same piece of land in one crop season.
- 1.36** “**Off Farm Activities**” means the income derived from sources other than agriculture or allied agricultural activities (such as pension, wages from working on agricultural fields or elsewhere etc.).
- 1.37** “**Outstanding Amount**” means outstanding principal amount of the Facility, interest, PI, PPII, Additional Interest, fees, costs, charges, expenses and all other sums whatsoever payable by the Borrower to USFB under the Facility Documents and/or in connection with the Facility and any other amounts payable by the Borrower in respect of or incidental to the Facility or its recovery or realisation.
- 1.38** “**Periodical Instalment**” or “**PI**” means the amount of each periodical payment, comprising of principal and interest calculated in the manner as mentioned in the Facility Agreement, required to be paid to USFB, on such periodical intervals as mentioned in the Facility Agreement, to amortise the Facility with Interest over the tenure of the Facility.
- 1.39** “**Pre-closure**” means repayment of the entire dues under the Facility before the completion of tenure stipulated in the Facility Agreement in accordance with the terms and conditions laid down by USFB.

- 1.40** “**Pre-Periodical Instalment Interest**” or “**PPII**” means Interest at the rate indicated in the Facility Agreement on the disbursed amount under the Facility from the relevant date of disbursement to the date of commencement of PI.
- 1.41** “**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 Facility to the Borrower.
- 1.42** “**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 Schedule to the Facility Agreement.
- 1.43** “**Purpose**” means purpose for which the Facility is availed by the Borrower, more specifically mentioned in the Sanction Letter.
- 1.44** “**RBI**” means Reserve Bank of India.
- 1.45** “**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 the Reserve Bank of India in any manner connected with small finance banks in the private sector, whether in effect as of the date of the Facility Agreement or hereafter.
- 1.46** “**Repayment**” means and includes repayment of all dues in respect of the Facility, which shall include the principal amount of the Facility, Interest, all taxes, levies, charges, legal fees, expenses and costs etc., provided for in the Facility Agreement.
- 1.47** “**Rupay Card**” shall mean an electronic chip based card allotted to each Borrower for utilising the Facility granted for the Purpose.
- 1.48** “**Secured Obligations**” means all present and future monies, debts and liabilities due, owing or incurred by the Borrower from time to time under or in connection with any Facility Document (in each case whether alone or jointly and severally, with any other person, whether actually or contingently or whether as principal, surety or otherwise) in relation to the Facility as per the Facility Documents.
- 1.49** “**Security**” shall have the meaning assigned to it in the Facility Agreement, and shall include Crop.
- 1.50** “**Security Documents**” means the Deed of Hypothecation, Deed of Mortgage, Memorandum of Confirmation of Deposit of Title Deeds or any other instrument or document as may be executed from time to time, by the Borrower or any other person to secure the Facility or as may be designated as such by USFB from time to time.
- 1.51** “**Security Interest**” means any mortgage, charge (whether fixed or floating), pledge, hypothecation, deed of trust, title retention, assignment, deposit arrangement, encumbrance, lien, including negative lien, preference, priority or any other security agreement or arrangement of any kind or nature whatsoever having the effect of conferring security or any interest, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law.
- 1.52** “**Short Duration Crop**” means a Crop which are not Long Duration Crop.
- 1.53** “**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).
- 1.54** “**Website**” or “**Official Website of USFB**” means the website of USFB, presently being www.ujjivansfb.in.
- 2. Interpretation:** In the Facility Documents and this terms and conditions, reference to the masculine gender includes the reference to the feminine gender and vice versa. The meaning of the terms used in the Facility 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 Facility Document. The Facility shall be governed by the terms and conditions in the Facility Documents, the terms and conditions contained herein as well as those embodied in the relevant loan Scheme of USFB. Capitalised words/terms used but not defined herein shall have the same meaning as assigned to them under the Facility Documents.
- 3. Charges/Fees:** The Borrower shall pay to USFB applicable Login Fee, Processing Fee, Cheque/ECS/ACH/ SI Return Charges, Additional Interest, Late Payment Charges, and all such charges mentioned in the Facility Agreement. The Borrower shall also bear the applicable Stamp Charges. All Charges/Fees will be subject to applicable Taxes and Charges/Fees and Taxes shall be non-refundable. In the event the Borrower chooses not to avail the Facility, or requests USFB to cancel the Facility after submission of Application Form, the Borrower shall have to pay to USFB the Processing Fees. 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.

4. **Restriction of Liability:** The sanction of the Facility is at the sole discretion of USFB and the Borrower shall not have any right to insist USFB in this regard. USFB is not bound to disburse the Facility even if sanctioned, unless the Borrower conforms to the Condition Precedents (discussed hereunder) and the terms and conditions governing the Facility. If the Borrower fails to comply with any of the terms and conditions governing the Facility, or if USFB is of the opinion that the Borrower is not compliant of any terms and conditions governing the Facility, USFB may cancel the Facility at its discretion, even if the Facility 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 PI of Outstanding Amounts, on or before the relevant Due Date(s) without any specific 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 PI, whichever is later. The acceptance by USFB of any payment which is less than the full PI 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.
5. **Conditions Precedent:** USFB shall make any disbursement under the Facility subject to fulfilment of the following conditions:
- a) The Borrower meeting 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 satisfying/conforming to the Product Specific Requirements (discussed hereunder).
 - c) The Borrower convincing at his/her cost USFB about clear, valid, marketable and unencumbered title (if owned)/possessory rights (leasehold) of the securities.
 - d) The Borrower is in compliance of all the terms and conditions under the Facility Documents, and non-existence of any default or breach under the Facility Documents or existence of any circumstance which may make it improbable for the Borrower to fulfil his/her obligations under any Facility Document.
 - e) In relation to the Borrower, absence of any borrowal account (unless specifically permitted by USFB) with USFB.
 - f) 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 Facility Documents, or (ii) the interests of USFB.
 - g) Execution, filing, registration and delivery, by the Borrower, of all Facility Documents in the form, manner and substance acceptable to USFB.
 - h) (If the Facility is secured by any property) creation and perfection of the security interest over the Security as mentioned in the Facility Documents by the Borrower in favour of USFB in the form, manner and substance acceptable to USFB.
 - i) If required by USFB, or under any law provision of such evidence as may be acceptable to USFB, the Borrower to satisfy USFB: (i) about the utilization of the proceeds of the prior disbursements (if any) under the Facility, and (ii) that the disbursement is required for and shall be utilized only for the purpose for which the Facility is sanctioned.
6. **Event of Default:**
- a) Non-payment of amounts payable under the Facility Documents (including but not limited to PPII & PI) on the relevant Due Date thereof or where any PDC/ECS/ACH/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 Facility Documents.
 - c) Any information, representation, warranty, confirmation, assurance or declaration provided by the Borrower or any third party in terms of/under any Facility Document and/or in relation to the Facility is or becomes false, misleading or otherwise incorrect.
 - d) (If the Facility 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 in relation to the Facility 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 Facility 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 passed 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 Facility.

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.

- 7. **Crop Insurance:** (If the Facility is secured by Crop) the Borrower shall, at his/her cost, fully insure, and keep the property(ies) charged to USFB insured, for a value as required by USFB and submit evidence thereof to USFB. The Borrower authorizes USFB to deduct the applicable premium for the said insurance coverage, from and out of the proceeds of the Facility, and pay to the concerned Insurer(s). However, this shall not cast any obligation on USFB to insure the property or to renew the policy/ies. The Borrower shall have to take and cause to be taken all steps to get the property insured and get such policy/ies renewed from time to time. USFB reserves the right (but not bound) to pay the premium on behalf of the Borrower in case of Borrower's failure, and to get such amounts reimbursed by the Borrower. USFB shall have the right to receive and adjust any payment that it may receive in connection with any insurance policy/ies against the Facility and alter the repayment schedule in any manner as it may deem fit notwithstanding anything to the contrary contained in the Facility Agreement or any other document or paper.
- 8. **Credit Shield:** USFB may administer Group Insurance (insuring the life of the principal borrower) through selected insurance companies and such insurance, subject to the guidelines of the concerned insurance company, would mitigate the contingent events referred to in the master policy of the Insurer. Any borrower desirous of enrolling for the insurance administered by USFB should instruct USFB explicitly about borrower's aspiration to opt for such insurance. USFB shall not, under any circumstance, encourage or advise or insist borrowers to avail such life insurance coverage. Borrowers desirous of availing such life insurance coverage should peruse the relevant booklet containing the details of the insurance companies, the structure of sum assured, the rate of insurance premium etc., inter alia, to understand in clear terms the benefits and de-merits of the insurance coverage, process for settlement of claims etc.
- 9. Borrowers desirous of insuring the Security (other than Crop) or availing health/accident insurance coverage may do so at his/her option and cost. Insurance coverage may be availed by borrowers under Personal Accident Insurance Scheme for KCC holders (PAIS) as well, in which case the premium shall be payable subject to the guidelines governing the said scheme.
- 10. In regard to the insurance coverage discussed above, USFB shall not have any obligation to pay the insurance premium or renewal premium, unless the borrowers specifically instruct USFB or the relevant insurance scheme casts an obligation on lender to remit the insurance premium or renewal premium. However, where the insurance premium or the renewal premium is remitted by USFB on behalf of the Borrower, it shall have the right (subject to the guidelines governing the insurance scheme) to get such amounts reimbursed by the borrower. Further, any such insurance, including settlement of claim, shall be subject to the guidelines of the concerned insurance company, and USFB shall incur no liability in this regard.
- 11. **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 have the right to exercise its rights of set off and appropriate any deposits maintained by the Borrower with any branch of USFB without notice to the Borrower. Further, USFB shall have the right to sell/dispose off all such articles/assets held by USFB at its discretion, if USFB observes any breach of terms of the Facility 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 shall 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 off 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.
- 12. Upon closure of the Facility to the satisfaction of USFB, it shall have the right to retain or to destroy at its pure discretion, the documents/information (including post-dated cheques, if any) submitted by the Borrower in connection with the Facility.
- 13. **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 Facility

Agreement. 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 Facility Agreement) 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 Facility Agreement), 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.

- 14. Miscellaneous:** (a) In case the Facility is backed by Guarantee, the Guarantor shall be liable under the 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 Amounts, 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 Facility 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 Facility Documents that by their nature and context (including but not limited to the provisions/clauses for enforcement, jurisdiction, payment of interest, additional 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 Facility Agreement.

15. Products Specific Requirements:

Parameters	Remarks
Product Variants	<ol style="list-style-type: none"> 1) Production Credit (KPC_CC) 2) Kisan Vishesh (KPC_TL_KV) 3) Term Loan (KPC_TL_FI/FD) 4) Kisan Unnati (KPC_TL_KU)
Permitted Activities	<ol style="list-style-type: none"> 1) Field Crops 2) Animal Husbandry 3) Fishery 4) Horticulture Crops 5) Other activities as permitted by USFB from time to time
Purpose	<ol style="list-style-type: none"> 1) KPC_CC: <ol style="list-style-type: none"> a) Production Credit: For the short term credit requirements of the applicant of the Facility, i.e.,: <ol style="list-style-type: none"> i) To meet short term credit requirement for cultivation of Crop ii) Post-harvest expenses iii) Produce marketing loan iv) Consumption requirements of applicant's household v) Working capital for maintenance of farm assets b) Working Capital: Short term credit requirements of rearing of animals, birds, fish, shrimp, other aquatic organisms etc. 2) KPC_TL_KV: To meet off farm expenses or consumption expenses or to generate other agricultural related income. This cannot be availed as a standalone facility. 3) KPC_TL_FI/FD: To meet investment needs, other than production expenses, aimed at improving farm productivity under broad categories such as: <ol style="list-style-type: none"> a) Fencing b) Irrigation facility c) Storage unit construction d) Farm infrastructures e) Land development/farm improvement – land levelling, soil testing, farm road maintenance etc. f) Purchase of farm machinery g) Specific needs of horticulture crops, plantation crops and hi-tech farming like establishment/rejuvenation of orchards, green house/poly house installation etc. h) Allied agricultural activities such as dairy, sheep/goatery, piggery, apiculture/sericulture etc 4) KPC_TL_KU: Offered to borrowers who have regularly paid the KPC_TL_KV or monthly variant of KPC_TL_FI/FD. The purpose is to provide financial assistance to meet unforeseen agricultural and allied expenses, such as replacement of pump

	set, drip system, repairs of farm infrastructure like farm sheds, storage structure etc. This Facility will be considered only after completion of at least 12 (Twelve) months regular repayment in KPC_TL_KV/KPC_TL_FI/FD.		
Minimum Eligibility Criteria	<p>1) Applicant of the Facility:</p> <p>a) Should be engaged in agricultural and allied activities for a minimum period of 2 (Two) years.</p> <p>b) Should be a resident Indian.</p> <p>c) Should have completed the age of 20 (Twenty) years and should not be of more than 70 (Seventy) years of age.</p> <p>d) Should have a minimum of 0.50 acres of land either in own name or under valid lease arrangement. Financing against leased land is permitted subject to maximum owned land to leased land ratio of 2:1 with an overall cap of 5 acres on leased land. (However, this is not a mandatory requirement for Animal Husbandry.)</p> <p>e) Should be residing within 30 Kms radius from the base branch.</p> <p>f) Should not be residing more than 30 Kms away from the farm land.</p> <p>g) Should be residing in the same house at least for a period of 5 (Five) years.</p> <p>2) Co-applicant is mandatory for all Product Variants. If the age of the applicant is 60 (Sixty) years or more, the co-applicant should be the immediate major legal heir of the applicant. Maximum permitted number of co-applicants is 4 (Four). The relationship between the applicant and the co-applicant should be (in relation to the applicant): (a) Spouse, (b) Father, (c) Mother (including Step-Mother), (d) Son (including Step-Son), (e) Daughter-in-Law, (f) Daughter (including Step-Daughter), (g) Son-in-Law, (h) Brother (including Step-Brother), (i) Brother's Wife, (j) Sister (including Step-Sister), (k) Sister's Husband, (l) Brother (including Step-Brother) of the Spouse, and (m) Sister (including Step-Sister) of Spouse.</p> <p>3) The co-applicant should have completed the age of 18 (Eighteen) years and should not be more than 60 (Sixty) years of age.</p> <p>4) If the applicant is an existing customer of USFB, he/she should be having prompt repayment history of at least 6 (Six) periodical instalments with reference to the existing loan.</p> <p>5) While availing the Facility, all existing loans of the applicant, co-applicant and other family members residing under the same roof with USFB (except home loan and business loan availed under MSE segment of USFB) should be closed. The proceeds of the Facility shall not be utilized for closure of such existing loans.</p> <p>6) The ratio between irrigated and rainfed land should be at least 2:1.</p> <p>7) The applicant and the co-applicant cannot have more than one production credit account (with USFB or with other lenders) for the same property.</p> <p>The applicants should submit requisite documentary proof in support of their eligibility and USFB reserves its right to verify such particulars before processing the application seeking Facility.</p>		
Maximum Limits Permitted under the Facility	<p>1) Maximum limit that may be granted by USFB is Rs. 10,00,000/-.</p> <p>2) The maximum exposure per applicant is Rs. 30,00,000/-. For this purpose, all other loans of the applicant (with USFB as well as with other lenders), except gold loan, loans against FD/insurance policies/KVP, shall be taken into account.</p>		
Loan Tenure	Facility	Tenure	Repayment Frequency
	KPC_CC	5 Years (subject to annual renewal)	Half Yearly/Yearly
	KPC_TL_KV	1 Year	Monthly
	KPC_TL_FI/FD	1 Year - 5 Years	Monthly/Quarterly/Half Yearly/Yearly
	KPC_TL_KU	2 Years	Monthly
Acceptable Securities	<p>a) Security stipulated for the Facility shall conform to the guidelines of Reserve Bank of India on "Credit Flow to Agriculture - Collateral Free Agricultural Loans", issued from time to time.</p> <p>b) Primary: Hypothecation of Crops and the assets created out of the Facility/assets financed by USFB.</p> <p>c) Collateral: (a) Agricultural or non-agricultural immovable property(ies), (b) Fixed Deposit with USFB, (c) NSCs and (d) LIC Policies, where the applicant or co-applicant has clear, valid, marketable and unencumbered title (if owned)/possessory rights (leasehold).</p> <p>d) Industrial properties shall not be accepted as security.</p>		
Loan To	Type of Property	Loan to Value (%)	

Value (LTV) for Security	Agricultural Land (Govt. Rate)		75%				
	Agricultural Land (Market Rate)		60%				
	Non-Agricultural Property (industrial property shall not be accepted as security)		75%				
	Commercial properties or open plots with in gram panchayat/municipal limits		50%				
	Fixed Deposit with USFB, NSCs or LIC Policies		100% of the Surrender Value				
Disbursement	1) USFB may disburse/permit to drawdown the Facility or any part thereunder either to the Borrower or to any dealer from whom the Borrower proposes procure any asset for Borrower's agricultural/allied activity (depending on the disbursement instructions given by the Borrower) by way of account credit (by direct credit or through NEFT/ RTGS) or Demand Draft or Pay Order.						
	2) The Facility may be disbursed/permitted to be drawn either in a single tranche or in multiple tranches, subject to the following guideline:						
	Facility		Number of Tranches/Sub-limits				
	KPC_CC		a) 2 (Two) Sub-limits (Kharif & Rabi) per year (multi cropping) b) 1 (One) limit (Kharif or Rabi or perennial) per year (mono cropping)				
KPC_TL_KV/ KPC_TL_KU		Single tranche					
KPC_TL_FI/FD		Single tranche or multiple tranches, based on project implementation progress					
Drawing Power	Drawing power is assigned subject to the sanctioned limit of the respective year (subject also to the respective sub limits).						
Servicing/ Repayment of KPC_CC	Seasonality	Sanction / Sowing Season	Expected Harvesting Month	Interest Frequency	Interest Due Date	Principal Due Date	Renewal Date
	Short Duration Crops						
	Kharif	April – September	October - November	Half Yearly	1 st December & 1 st May	1 st May	1 st May
	Rabi	October – March	March - April	Half Yearly	1 st December and 1 st May	1 st Dec	1 st May
	Long Duration Crops						
	Annual/ Perennial Crops*		December - March	Yearly	1 st May	1 st May	1 st May
	The period of moratorium shall be decided based on the crop for which the Facility is availed.						
Repayment of other Product Variants	Type of Facility	Repayment Cycle	Instalment Date				
	KPC_TL_KV/ KPC_TL_KU	Monthly	Payment of PI to commence from the 1 st day of immediately following calendar month falling after the date of disbursement. (If Facility is drawn by the Borrower after 10 th day of any calendar month, payment of PI shall commence on the 1 st day of the calendar month falling after 30 th day of the first drawdown date)				
	KPC_TL_FI/FD (Allied – Dairy or Sericulture)	Monthly	Payment of PI to commence from the 1 st day of immediately following calendar month falling after the date of disbursement. (If Facility is drawn by the Borrower after 10 th day of any calendar month, payment of PI shall commence on the 1 st day of the calendar month falling after 30 th day of the first drawdown date)				
KPC_TL_FI/FD	Quarterly/Half	1 st day of March/1 st day of June/1 st day of					

	(Allied – except Dairy and Sericulture)	Yearly	September/1 st day of December 2 months moratorium period , to be demanded in the next quarter
	KPC_TL_FI/FD (Kharif)	Half Yearly	1 st day of December and 1 st day of June
	KPC_TL_FI/FD (Rabi)	Half Yearly	1 st day of June and 1 st day of December
	KPC_TL_FI/FD (Annual/ Perennial Crops)	Yearly	1 st day of June
Renewal	<p>1) All Facilities shall be reviewed by USFB on annual basis and further operations in the Facility account shall be permitted only if the conduct of the Facility account is healthy in the opinion of USFB.</p> <p>2) KPC_CC is offered by USFB in the form of a revolving Facility and annual review of KPC_CC may result in increase in limit, if so requested by the Borrower and if such request is favourably considered by USFB. For the purpose of the Facility Documents such renewed credit facility(ies) shall also fall within the definition of Facility.</p>		

16. Other Disclosures:

- USFB is committed to transparency and Fair Lending Practices.
- The borrowers are not under obligation to sign the Facility Agreement or other documents forming part of the loan transaction unless they are fully convinced and agreeable to the terms and conditions therein, and all blank spaces therein are duly filled in with relevant particulars to the satisfaction of the Borrowers.
- USFB never insists borrowers and/or co-borrowers to submit any document, instrument, security or valuable items, other than what are discussed in the Sanction Letter and this Terms and Conditions.
- USFB issues receipt for any amount collected from the borrowers.
- The pricing of the Facility involves only three components viz.; the interest charge, the processing charge and the insurance premium (which includes the administrative charges in respect thereof),
- If moratorium is applicable, the period between the grant of the Facility and the Due Date of the Repayment of the first instalment is more than the frequency of repayment,
- Borrowers who are facing serious debt repayment problems for reasons beyond their control can approach USFB for rescheduling the Facility.
- The grant of the Facility is not linked to any other product/ services offered by USFB or third party,
- The privacy of Borrower, Co-Borrower and Guarantor, and their data will be respected.

Borrowers may contact USFB's 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. Borrowers may also approach the below mentioned Regional Nodal Officers of USFB at the respective Regions in regard to such instances:

East	West	North	South
Regional Nodal Officer 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 - 700160 Contact Number: +91-33-3045 2121 Ext: 172 Email: rno.east@ujjivan.com	Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Almonte –IT Park, SR No: 8, 7 th Floor, Behind Reliance Smart, Hadapsar Mundhwa Bypass, Village Kharadi, Pune- 411014 Contact Number: +91 20 41412121 Ext: 130 Email: rno.west@ujjivan.com	Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Plot No: 7, 2 nd & 3 rd Floor, Block D, Sector 3 Noida, Uttarpradesh – 201 301 Contact Number: +91 0120-62621117 Ext: 120 Email: rno.north@ujjivan.com	Regional Nodal Officer 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: rno.south@ujjivan.com