



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

1. Definitions:

- 1.1 **“Agreement”** or **“Facility Agreement”** means the Facility Agreement, and any and all schedules/annexures/attachment(s) annexed thereto after execution by the parties referred therein. Agreement shall also include application, supplementary agreement(s), modifications, alterations, addendum, attachments and schedules subsequently executed during the tenure of the Agreement.
- 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, within which the Borrower should make the first drawdown from the Facility, which period is extendable at the discretion of USFB.
- 1.5 **“Bank”** or **“Lender”** or **“USFB”** shall mean Ujjivan Small Finance Bank Limited, a company incorporated under the provisions of the Companies Act, 2013 (CIN: L65110KA2016PLC142162) and a Banking Company within the meaning of Banking Regulation Act, 1949, with its Registered Office and Head Office at Grape Garden, No: 27, 3rd "A" Cross, 18th Main, 6th Block, Koramangala, Bengaluru, Karnataka - 560 095.
- 1.6 **“Borrower”** means such person to whom USFB has agreed to grant the Facility and who has availed the Facility, and shall, unless repugnant to the context, be deemed to include the Co-Borrower(s). The term Borrower shall include (i) in case of an individual each of his/her legal representatives, executors, administrators, successors, and permitted assigns, as applicable, (ii) in case of a proprietorship firm, the proprietor(ess) (both in his/her personal capacity and as proprietor(ess) of the concern) and his/her heirs, legal representatives, executors, administrators, permitted assigns and successors, (iii) in case of a partnership firm, each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and the respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the firm and the partners, (iv) in case of a Trust, each of the present and future trustees and the respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the Trust and the trustees, and (v) in case of a Society, each of the present and future members of the governing council and the respective heirs, legal representatives, executors, administrators, permitted assigns and successors of the Society and the members of the governing council.
- 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/to any seller/dealer from whom the Borrower proposes to procure any asset for Borrower’s agricultural/allied activity (depending on the disbursement instructions given by the Borrower).
- 1.17 **“Electronic Clearing System”**, or **“Automated Clearing House”** 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 web based solution to facilitate interbank electronic transactions which are repetitive/periodic in nature or where funds are transferred through various types of plastic cards or such other debit clearing service notified by Reserve Bank of India and/or National Payments Corporation of India, participation in which has been consented to in writing by the Borrower for facilitating payment of Pls.
- 1.18 **“External Benchmark Lending Rate”** or **“EBLR”** 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 EBLR applicable for the Facility 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, and which may be amended/renewed/enhanced from time to time.
- 1.20 **“Facility Documents”** means each among the: (a) Application Form, (b) Sanction Letter, (c) Facility Agreement, (d) Security Documents, (e) Deed of Guarantee (if any), (f) this document (viz., the Terms and Conditions Governing the Facility Agreement of Credit Support under Kisan Pragati Card Scheme) (g) terms and conditions governing Rupay Card/Smart Card/KCC Card, 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.
- 1.21 **“Farm Implement”** means any implement, equipment, engine, motor, machine, combine, tractor or attachment used or intended for use in farming operations.
- 1.22 **“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.
- 1.23 **“Floating Rate of Interest”** shall mean the sum of the MCLR or EBLR plus spread applied by USFB on the Facility, as per the Facility Document, which is subject to review by USFB from time to time.
- 1.24 **“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.



- 1.25 **“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.
- 1.26 **“IBC”** shall mean the Insolvency and Bankruptcy Code, 2016, along with all rules and regulations thereunder, as amended/supplemented/modified from time to time.
- 1.27 **“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.
- 1.28 **“Interest”** shall have the meaning as assigned to the term in Clause: 5 of the Facility Agreement.
- 1.29 **“Late Payment Charges”** means the amount/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 in addition to the applicable Interest, and shall be calculated from the Due Date until payment is made to USFB and the same shall be in addition to the applicable Interest. USFB reserves the right to waive collection of Late Payment Charges at its discretion.
- 1.30 **“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.
- 1.31 **“Long Duration Crop”** means a Crop with crop season longer than 1 (One) year.
- 1.32 **“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 MCLR applicable for the Facility is as mentioned in the Schedule of the Facility Agreement.
- 1.33 **“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.
- 1.34 **“Mixed Cropping”** means the practice of cultivating two or more crops together on the same piece of land in one crop season.
- 1.35 **“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.).
- 1.36 **“Outstanding Amount”** means outstanding principal amount of the Facility, interest, PI, PPII, fees, costs, charges (including Late Payment Charges), expenses, including amounts under renewed/enhanced limits 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.
- 1.37 **“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.
- 1.38 **“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.
- 1.39 **“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.
- 1.40 **“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 disbursal of the Facility to the Borrower.
- 1.41 **“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.
- 1.42 **“Purpose”** means purpose for which the Facility is availed by the Borrower, more specifically mentioned in the Sanction Letter.



- 1.43 “RBI” means Reserve Bank of India.
- 1.44 “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.
- 1.45 “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.
- 1.46 “Rupay Card” or “Smart Card” or “KCC Card” in relation to the Facility shall mean a card allotted to each Borrower with an ISO IIN (International Standards Organization International Identification Number) which would enable the Borrower to make withdrawals from the credit facility account through ATMs, Micro ATMs, Business Correspondents who permits withdrawals through smart cards, and Point of Sales machines.
- 1.47 “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.
- 1.48 “Security” shall have the meaning assigned to it in the Facility Documents, and shall include Crop. If the Security is an immovable property, the same shall include (i) in the case of part of a building, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building and the proportionate undivided share in the land on which the said building is situated or is being built/will be built; (ii) in the case of a flat, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building in which such flat is/will be situated and the proportionate undivided share in the land on which the said building is situated or is being built/will be built; (iii) in the case of an independent structure, the structure and entire plot of land on which the structure is situated or is being built/will be built; (iv) in the case of an individual house, the house and entire plot of land on which the house will be built and (v) in case of land, all the benefits arising out of the land along with right, title and interest in respect of any additional/extra floor space index granted to/obtained at any time in future in relation to the land; and together with all the buildings, erections and constructions of every description which are standing erected or attached or shall at any time hereafter be erected and standing or attached to the land and all things attached to the earth or permanently fastened to anything attached to the earth and all improvements thereon.
- 1.49 “Security Documents” means the Deed of Hypothecation, Deed of Mortgage, Memorandum of Confirmation of Deposit of Title Deeds and all 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.
- 1.50 “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.
- 1.51 “Short Duration Crop” means a Crop which are not Long Duration Crop.
- 1.52 “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 on account of imposition by any authority in connection with any failure to pay or any delay in paying any of the same).
- 1.53 “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. **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 does not undertake any obligation to finance any further credit requirements of the Borrower, whether such requirements arise on account of increase in cost of project or otherwise. Any increase/escalation in cost of project shall be borne/met by the Borrower and USFB’s liability to disburse amounts under the Facility, at any time, shall not exceed the limit/amount mentioned in the Facility Agreement. USFB is not bound to disburse the Facility even if sanctioned, unless the Borrower conforms to the Condition Precedents (discussed herein) 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. No disbursement shall be made/drawdown shall be allowed under the Facility: (a) unless the amount proposed to be borrowed when aggregated with the outstanding principal amount(s) borrowed by the Borrower does not exceed the amount sanctioned under the Facility; (b) unless the Security has been validly created to the satisfaction of USFB; and (c) the Borrower is compliant of the Conditions Precedent. 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). If any Due Date falls on a Public Holiday the repayment should be made on the succeeding Business Day. If the Borrower has executed any Standing Instruction or ACH instruction, USFB may, at its discretion, present such instructions for encashment, in such situations, on any preceding or succeeding Business Day of the Due Date and the Borrower should maintain adequate funds in the funding account accordingly. If the repayment is made through any payment aggregator, such repayments will be accepted by USFB subject to such conditions as may be stipulated by USFB. 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. If, during subsistence of the Facility, the PI/PPII or tenure of the Facility 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 Facility and carry forward the balance available in such existing account relating to the Facility to any newly opened account, or reassign a new account number to the account relating to the Facility, which shall not be treated as novation or dilution or waiver of the covenants contained in the Facility Documents, and the Borrower shall be liable to conduct the account relating to the Facility in conformity with the covenants in the Facility Documents and amortize the Facility accordingly.
4. **Representations and Warranties:** For the purpose of seeking the Facility from USFB, the Borrower shall be deemed to have declared, represented and warranted to USFB on a continuing basis that: (a) The Borrower is/are resident(s) of India and in good standing under the laws of



India and has/have the legal right and full power and all authorisations to enter into the Facility Documents and the provide Security, and perform all transactions contemplated therein. All obligations expressed to be assumed by him/her/them under the Facility Documents, are legal, valid, binding and enforceable obligations, and execution, delivery and performance of the covenants therein and the acts and transactions contemplated thereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under any law to which he/she/they is/are subject, or any order, judgement or decree applicable to him/her/them, or any term, condition, covenant, undertaking, agreement or other instrument to which he/she/they is/are a party or by which he/she/they is/are bound. All authorizations are in full force and effect and he/she/they is/are in compliance with the material provisions thereof and, so far as he/she/they is/are aware, none of the authorizations are the subject of any pending or threatened proceedings or revocation. (b) The Borrower has/have the full power, authority and legal right to own his/her/their assets and carry on his/her/their business. (c) No suit, litigation, proceeding, investigation, corporate action, creditor's process etc. by an authority or any other person is ongoing or pending or threatened against the Borrower or in respect of his/her/their assets. He/she/they has/have not taken any action nor have any other steps been taken or legal proceedings been started or (to the best of his/her/their knowledge and belief) threatened against him/her/them for winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any of all of his/her/their assets or revenues. (d) The Borrower is not a defaulter/wilful defaulter or facing any proceedings for declaring as defaulter/wilful defaulter. He/she/they has/have disclosed all facts relating to his/her/their borrowings to USFB and has made available to USFB all the details in respect thereof and he/she/they do not have as of date, any liabilities (contingent or otherwise) which were not disclosed in the financial statements provided to USFB or reserved against therein nor does he/she/they has/have as of date any unrealized or anticipated losses arising from commitments entered into by him/her/them which were not so disclosed or reserved against. If any lender initiates or threatens any action for declaring him/her/them as wilful defaulter, USFB shall have right to take appropriate proceedings against him/her/them. (e) The "Know Your Customer" ("KYC") requirements of USFB have been and shall be fulfilled and all other terms and conditions as may be prescribed by RBI or by USFB from time to time have been and shall be complied with. (f) All information provided by the Borrower are true, accurate and complete and all projections provided by the Borrower have been prepared on the basis of latest information and on the basis of reasonable assumptions. (g) As and when required by USFB, the Borrower shall furnish full particulars of all the assets of the Borrower and the Security and shall allow USFB or any agent authorised by USFB to inspect such assets as provided as Security and of all records and will produce such evidence as USFB may require as to the cost and the value of such assets. The Borrower shall bear the cost and charges or other remuneration payable to any such person, firm or company incidental to such valuation, and USFB shall be at the liberty to debit the amount thereof from the Borrower's account. (h) He/She/They is/are 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, including in relation to the Security. (i) Rents, taxes, payments in respect of the Security shall be paid promptly. (j) He/She/They shall abide by all terms and conditions as specified in Facility Documents including without limitation general and special covenants mentioned herein. (k) The events of default as mentioned hereto (if any) shall be treated as an event of default under the Facility in addition to the events of defaults mentioned in other Facility Documents. (l) The Conditions Precedent as mentioned hereto (if any) shall be conditions precedent to the Facility in addition to the conditions precedent (if any) as mentioned in the Facility Documents. (m) He/She/They shall adhere to and comply with all the additional conditions as mentioned hereto (if any) in addition to the terms and conditions contained in the Facility Documents. (n) 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. (o) He/She/They shall comply with the provisions of Child Labour (Prohibition and Regulation) Act, 1986 and all its subsequent amendments. (p) He/She/They shall conform to the guidelines of International Finance Corporation, or such other financial institution



that offers investment/advisory/asset-management services to encourage private-sector development in less developed countries. (q) The Facility shall be utilized only for the purpose for which it is sanctioned and no portion of the Facility or financial assistance obtained from USFB shall be used to carry out any activity prohibited under the environmental laws of the country. (r) He/She/They shall submit to USFB a certification, in such form, mode and manner stipulated by USFB, regarding end use of the Facility. Without prejudice, 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 Facility. USFB shall have the right to take appropriate measures (including criminal action) against the Borrower if such certification is found to be wrong. (s) 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 Facility or the interest or charges, USFB shall have the right to recall the amount under the Facility 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 repossess the Security and take possession of such Security and dispose off the same in any manner it deems fit in order to recover the dues of the Borrower as pending on the date of disposal of the Security/secured assets. (t) Except to the extent disclosed he/she/they has/have not availed any financial assistance/credit facility for the Purpose. Except to the extent disclosed he/she/they has/have not availed any subsidy/incentive in connection with the Facility or the Security. (u) All interest tax, goods and service tax, all other imposts, duties (including stamp duty, and penalties thereunder, and relevant registration and filing charges and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority shall be borne and paid by the him/her/them. (v) The representations and warranties contained herein shall be deemed to be repeated by the Borrower on and as of each day from the date of the Facility Agreement until all Outstanding Amount due or owing to USFB have been paid in full, as if made with reference to the facts and circumstances existing on such day.

5. **Conditions Precedent:** USFB is not under obligation to make any disbursement under the Facility unless the Borrower fulfils 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 as stipulated in the applicable scheme of USFB (as per the product variant chosen by the Borrower). (c) The Borrower convincing at his/her/their 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/their 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. (j) The Borrower shall have provided to USFB, such details, documentary evidences and information as may be required by USFB under the guidelines of RBI on 'know your customer' ("KYC") norms, assess eligibility of the Borrower to avail the Facility. (k) The Borrower shall have obtained and delivered to USFB requisite authorizations/documents that may be required by USFB, including without limitation: (i) all the constitutional documents and authorizations including corporate authorizations and resolutions and/or authority letter etc. including any certifications in relation to the same as may be required



by USFB, from time to time (to the extent as applicable); (ii) the Borrower shall have delivered to USFB specimen signatures of the authorized signatories of the Borrower, in such form and manner as required by USFB; (iii) the Borrower shall have caused the Guarantor(s) (if stipulated in the sanction) to execute and hand over to USFB an irrevocable and unconditional Guarantee in favour of USFB; (iv) details/copies of registration made with competent tax authorities (if applicable); and/or (v) any other document(s) as may be required by USFB in its sole and absolute discretion.

6. **Security:** The Borrower should hypothecate and/or mortgage and/or pledge and/or assign the Security (as the case may be), as detailed in the Sanction Letter, in favour of USFB and in the form and manner acceptable to USFB, for securing the Facility and the Outstanding Amount. Requisite LTV should be maintained by the Borrower throughout the tenure of the Facility. The Security shall be continuing security for the balance from time to time due by the Borrower to USFB and shall not be considered closed or repaid and will not be considered exhausted by any reason till the date/tenure of the Facility, including any renewed/enhanced facilities, and all monies due in relation thereto is repaid in full to the satisfaction of USFB. The Borrower should hold the Security under exclusive charge as trustee(s) and agent(s) for and on behalf of USFB. The Borrower should not mortgage, pledge, charge, hypothecate, sell or cause to be sold/disposed off or encumbered in any manner (otherwise than in normal course of business) the Security, and should keep the same under exclusive charge in favour of USFB, in good condition. The sales realizations and the proceeds of goods should be routed through the account related to the Facility, and such realizations or proceeds which are not routed so should be held by the Borrower as trustee for USFB and paid to USFB as and when received by the Borrower. The Borrower should, at his/her/their own expense keep the Security in marketable and good condition and insure and keep insured till closure of the Facility the same (if the same is capable of being insured) with financially sound and reputable insurers satisfactory to USFB and should ensure that the interests of USFB are notified to the insurers and noted on all insurance contracts and all such insurance contracts should expressly state USFB as loss payee against any loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, erection risk and such other risks as may be determined by USFB. The Borrower should deliver to USFB the renewal receipts/held cover notes therefor and should duly and punctually pay all premia and should not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. USFB may at its absolute discretion (without undertaking any obligation to do so) deduct applicable premium for the insurance coverage, from and out of the proceeds of the Facility or by debit to the account of the Facility or any other account in the name of the Borrower, and pay to the concerned Insurer(s), if the Borrower fails to deposit the amount of applicable premium. However, nothing contained herein shall cast an obligation on USFB to insure the Security or to renew the policy/ies.
7. **Interest:** The Borrower should pay interest at the rate specified in the Facility Agreement, subject to periodical changes in interest rates from time to time. The rate of Interest shall be benchmarked to either MCLR or EBLR, and MCLR and EBLR are tenure linked benchmark arrived based on the corresponding tenure of a particular advance/facility and linked to permissible external benchmark (respectively). The actual rate of Interest is determined by adding the components of spread to MCLR or EBLR (the spread is arrived at by USFB, as per its laid down guidelines/policies, based on the risk weightage of the Borrower, and the spread may not be uniform for all borrowers). In regard to the Facility availed on Fixed Rate of Interest the rate of Interest will be fixed throughout the Tenure of the Facility and in regard to the Facility availed on Floating Rate of Interest the rate of Interest shall be linked to the MCLR or EBLR or such other rate duly notified by USFB in its branches, outlets, offices or Website. 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 Facility 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. Interest should be paid by the Borrower, at such periodicity stipulated by USFB, on the last Business Day of such period. If USFB has granted moratorium for the Facility, the Borrower should pay to USFB during the moratorium period the PPII, or interest debited to the account (as



the case be) related to the Facility, on the respective Due Dates, without any demand raised by USFB. The Borrower should also commence repayment of PI immediately after expiry of the moratorium period without specific notice by USFB. In the event the Borrower's request for pre-closure of the Facility is favourably considered by USFB, the interest would be calculated upto the date of actual pre-closure. During the tenure of the Facility, USFB shall have, at its discretion, the right to change/reset/revise the rate of Interest, including only the EBLR/MCLR (as the case be) or only spread, 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 Facility, USFB shall have the right to shift the basis of EBLR to any other permissible reference rate as per the guidelines of RBI or as per its policy. However, in all such situations, USFB shall intimate the Borrower 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. Pls 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 PIs or the transaction contemplated under the Facility Documents or are or may become payable by USFB by virtue of the Facility Documents. Such change in the PIs 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 Facility.

8. **Charges/Fees/Cost:** The Borrower should pay to USFB applicable Login Fee, Processing Fee, Cheque/ACH/SI Return Charges, Late Payment Charges, and all such charges mentioned in the Facility Agreement. The Borrower should also pay all stamp duty and other imposts and obligations, existing as well as future, in respect of the Facility Documents and all writings executed pursuant to or in connection with the Facility Documents. In the event in any judicial or other proceeding, any of the Facility Documents are found or held to be inadequately or inappropriately stamped or any plea to that effect is taken, the Borrower should forthwith do the needful for ensuring that the document in question is adequately and appropriately stamped. All Charges/Fees will be subject to applicable Taxes and Charges/Fees and Taxes shall be non-refundable. Any such Charges/Fees/Tax should be paid to USFB by the Borrower forthwith upon debit, or along with the next following PI. 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. The charges including processing fees, dishonour charges, pre-closure charges, cancellation charges, security enforcement charges, Late Payment Charges, Penal Charges and/or other charges etc. mentioned in the Facility Documents are indicative charges as on the date of signing of the Facility Documents and USFB in its sole and absolute discretion reserves its right to periodically (or from time to time) review and revise the same. Further, USFB may waive or re-negotiate any or all of the charges at its sole discretion. The Borrower shall be liable to pay the revised charges without any demur and shall not be entitled to raise any objections for any such revision. The Borrower should also pay all Taxes to the Government of India or to the Government of any State or Municipal Corporation or any local authority, punctually, so that he/she/they do(es) not suffer any attachment proceedings arising due to non-payment of such statutory dues and demands which may jeopardize the Security by way of seizure and/or confiscation of the same by any such authority and thereby consequently jeopardizing the interests of USFB, including without limitation USFB's right to recover the Outstanding Amount, charges, fees (including attorney fees), expenses, advances, duties, stamp duties, [including any increase or differential duties and penalties payable due to an instrument or copy thereof (including electronic record) being brought in any State other than where the same was executed], registration fees/charges, court fees, penalties etc. as may be applicable for/in relation to preparation, negotiation, preservation, performance, execution, enforcement and/or realization: (a) of/under the Facility Documents, and/or (b) in relation to the Facility, and/or (c) in relation to enforcement and maintenance of any asset that may be provided as Security, release of Security etc. from time to time.



9. **Late Payment Charges/Penal Charges:** If the Borrower defaults in making payment of any amount to USFB on the respective Due Date(s), the Borrower shall be liable to pay Late Payment Charges from the relevant Due Date till the date of payment of such amount. In case of occurrence of any Event of Default the Borrower shall be liable to pay applicable charges until the remedy of the Event of Default.
10. **Repayment:** The Borrower should repay the Facility together with Interest in the manner stipulated by USFB. USFB shall be entitled to execute the Automated Clearing House (“ACH”) or Standing Instructions linked to the Borrower’s account with USFB (“SI”) or any such other instructions issued by the Borrower, on the Business Day falling on the previous or the subsequent day of the Due Date and the Borrower shall at all times ensure that the funding account is having requisite credit balance to honour such ACH/SI/instructions. The Borrower shall pay all charges related to the Facility forthwith upon debit. USFB shall have the right to review and reschedule the repayment terms of the Outstanding Amount at any time in such manner and to such extent as USFB may in its sole discretion decides, and the Borrower should repay the Outstanding Amount as per such revised schedule. Notwithstanding the same, USFB shall have the right to insist the Borrower to accelerate payments/repayments and/or to change the mode of payments/repayments. In the event any payment/re-payment would otherwise be due on a day which is not a Business Day, it shall be due on the immediate next Business Day. All amount not paid as and when the same became due shall be paid to USFB by the Borrower forthwith upon debit or along with the next following PI, however without prejudice to USFB’s rights to recover Late Payment Charges and/or such other charges from the Borrower. Payment of amount in excess of the stipulated PI will be treated as pre-payment, and the Borrower shall have to pay applicable pre-payment charges, if so stipulated by USFB, if he/she/they pays amount in excess of the stipulated PI. Further, unless the Borrower instructs USFB in writing simultaneous with making payment of any amount in excess of the stipulated PI, such excess amount (and any portion thereof) shall be accounted in the concerned account in the manner that USFB deems fit, without prejudice to the liability of the Borrower to amortize the Facility in accordance with the stipulated repayment schedule. USFB reserves the right to credit proceeds of any amount received in excess of the stipulated PI (or any portion thereof) on the succeeding Due Date(s). It is clarified that, USFB also reserves absolute rights to insist the Borrower to amortize the Facility only in accordance with the stipulated repayment schedule or to accelerate repayments.
11. **Event of Default:** Each of the following shall be an event of default (each an “Event of Default”), the decision of USFB as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower:
 - 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/NACH/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 undertakings, covenants, terms and/or conditions etc. of the Facility Documents and/or any of the declarations, representations and/or warranties etc.
 - c) Any declaration, representation and/or warranty provided by the Borrower turns to be or becoming untrue, misleading, incorrect or false in any respect whatsoever.
 - d) 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.
 - e) Failure by the Borrower to comply with Applicable Law, including regulations and rules as issued by any authority.
 - f) The Security suffering any attachment or restraint, or secured assets or the Security Interest suffers any confiscation or proceedings at the instance of any authority.
 - g) Non-creation of Security/Security Interest in the manner and within the timeline as specified by USFB, and/or non-perfection of defects in Security/Security Interest.
 - h) (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.

- i) Any encumbrance over any asset of the Borrower to secure any other debt becomes enforceable.
- j) 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.
- k) 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”).
- l) Any default (however described) relating to any debt.
- m) 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.
- n) Threatening or commencement of any litigation, suit, proceeding etc. against the Borrower, including without limitation by any lender, bank or financial institution.
- o) Instituting of any action by any Government or any other authority to suspend business or agricultural pursuit or dispose of the whole or substantial part of Borrower’s business or agricultural pursuit.
- p) Demise or permanent disablement of the Borrower.
- q) The Borrower ceasing to carry on, or threatening to cease to carry on, the declared occupation or profession (wholly or partially) 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.
- r) Non-satisfaction of a conditions precedent or any other conditions that may be prescribed under the Facility Documents.
- s) Commission of any fraud by the Borrower.
- t) 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.
- u) 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 should 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.

The basis for classification of the Facility as Special Mention Account (“SMA”) categories shall be as follows (subject to the guidelines issued by RBI from time to time):

Loan		Overdraft	
SMA Sub-categories	Basis for classification - Principal or interest payment or any other amount wholly or partly overdue	SMA Sub-categories	Basis for classification - Outstanding balance remains continuously in excess of the sanctioned limit or drawing power, whichever is lower, for a period of:
SMA-0	Upto 30 (Thirty) days		
SMA-1	More than 30 (Thirty) days and upto 60 (Sixty) days	SMA-1	More than 30 (Thirty) days and upto 60 (Sixty) days
SMA-2	More than 60 (Sixty) days and upto 90 (Ninety) days	SMA-2	More than 60 (Sixty) days and upto 90 (Ninety) days

The basis for classification of the Facility as Non-Performing Asset (“NPA”) shall be as follows (subject to the guidelines issued by RBI from time to time):

	Agriculture Purpose	Allied Purposes
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Term Loan	Interest and/or instalment of principal remains overdue for a period of more than 365 (Three hundred and Sixty five) days	Interest and/or instalment of principal remains overdue for a period of more than 90 (Ninety) days
Cash Credit/Overdraft	Interest due and/or instalment of principal remains overdue for a period of more than 365 (Three hundred and Sixty five) days. The outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 365 days.	<ul style="list-style-type: none"> ✓ The outstanding balance in the CC/OD account remains continuously in excess of the sanctioned limit/drawing power for 90 days, or ✓ The outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but there are no credits continuously for 90 days, or the outstanding balance in the CC/OD account is less than the sanctioned limit/drawing power but credits are not enough to cover the interest debited during the previous 90 days period

Further, the outstanding in the account based on drawing power calculated from stock statements older than 3 (Three) months, would be deemed as irregular and an account where the regular/ad hoc credit limits have not been reviewed/renewed within 180 (One hundred and eighty) days from the due date of ad hoc sanction will be treated as NPA. Similarly, classification of borrower accounts as SMA as well as NPA shall be done as part of day-end process for the relevant date and the SMA or NPA classification date shall be the calendar date for which the day end process is run. In other words, the date of SMA/NPA shall reflect the asset classification status of an account at the day-end of that calendar date.

12. **Remedies of the Bank:** Notwithstanding anything given in the Facility Documents, in the event of occurrence of any Event of Default, USFB shall have the right to enter into or upon any place or premise where or wherein any of the assets in relation to the Security may be situated, stored, or kept and for the purpose of such entry do all act, deeds, things deemed necessary by USFB (including appointment of any person(s), agents, trustees, receiver) to inspect, evaluate, insure, and/ or take charge or possession of and/ or to seize, recover, remove, appoint receiver of any/ all assets in relation to the Security and thereupon either forthwith or at any time sell or dispose off all or any part of the such assets in relation to the Security as USFB may deem fit with or without notice to the Borrower and either by public auction or private contract or tender and to enforce, settle, compromise, realise, and deal with and exercise or non-exercise thereof and without prejudice to the remedies of suit or otherwise, and notwithstanding there maybe any pending suit or other legal proceedings. The Borrower shall have to transfer and deliver to USFB all relative contracts, securities, bills, notes, hundies and documents. USFB may at its discretion, without prejudice to its rights to perform the remedies by itself, perform the remedies through its representatives, servants, officers, agents, third party/recovery agents and/or such other person as may be appointed by USFB by delegating to such representative, servant, officer, agent, third party/recovery agent and/or such other person all or any of its functions rights and powers under the Facility Documents relating to the administration of the Facility including the rights and authority to collect and receive on behalf of USFB from the Borrower all dues and unpaid instalments and other amounts due by Borrower under the Facility Documents and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices contacting the Borrower, receiving cash/cheques/drafts/mandates etc. from the Borrower and giving valid and effectual receipts and discharge. For the purposes aforesaid or for any other purposes at the discretion of USFB,



USFB shall have the rights to disclose to such third parties all information pertaining to the Borrower and the Facility and to contact any third parties (including the family members of the Borrower) and disclose all necessary or relevant information pertaining to the Borrower and the Facility. The Borrower shall have the right to dissent with this right of USFB at any time, and USFB shall consider such requests if the Borrower serves upon USFB requisite request in writing in advance.

13. **Enforcement Action/Sale of Security:** Upon happening of any Event of Default, USFB may (at its discretion) enforce the Security and appropriate the proceeds towards dues owed by the Borrower to USFB. If the net sum realized by such sale is found insufficient to cover the amount then due to USFB from the Borrower, USFB may (at its discretion) apply any other money or moneys in the hands of USFB, standing to the credit or belonging to the Borrower, in or towards payment of the balance for the time being due to USFB. In the event of there not being any such money or moneys as aforesaid in the hands of USFB or in the event of such money or moneys being still insufficient for the discharge in full of such balance, the Borrower shall forthwith pay to USFB such balance amount upon demand. In the event of there being a surplus available of the net proceeds of such sale after payment in full of the balance due to USFB it shall be lawful for USFB to retain and apply the said surplus together with any other money or moneys belonging to the Borrower for the time being in the hands of USFB, in or under whatever accounts, against in or towards payment or liquidation of any and all other moneys which shall be or may become due from the Borrower whether solely or jointly with any other person or persons, firm or company to USFB, current though not then due. In case more than one Security is available to USFB, USFB may, at its discretion, choose to enforce any Security(ies) for realization of the dues. USFB reserves the right to exercise these remedies, through its representatives, servants, officers, agents, third party/recovery agents and/or such other person as may be appointed by USFB.
14. **Crop Insurance:** (If the Facility is secured by Crop) the Borrower should, at his/her/their cost, fully insure, and keep the property(ies) charged to USFB insured till closure of the Facility, for a value as required by USFB and submit evidence thereof to USFB. 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.
15. **Credit Shield:** Borrowers of USFB who wish to obtain life insurance cover for insuring the lives of the borrowers 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. 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-payment of credit facility. All matters related to the insurance policy shall be subject to the terms and conditions of the 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 credit facility, for onward payment to the concerned Insurer(s). If the borrower authorizes USFB to deduct the premium from and out of the proceeds of the credit facility, the receipt thereof shall be issued by USFB by way of making suitable entry in the loan card. However, nothing contained herein shall cast any obligation on USFB to insure the life of the borrowers or to renew the policy/ies. The borrowers shall be solely responsible to obtain credit shield, insuring his/her/their life/lives and to get such policy/ies renewed from time to



time. USFB shall have the right to receive and adjust any payment that USFB may receive in connection with any insurance policy/ies against the credit facility and alter the repayment schedule related to the credit facility in any manner as it may deem fit notwithstanding anything to the contrary contained in the Facility Documents or any other document or paper.

16. **Personal Accident Insurance Scheme:** if the Borrower desires to insure the Security (other than Crop) or avail health/accident insurance coverage may do so at his/her/their option and cost. Insurance coverage will be available to the Borrower under Personal Accident Insurance Scheme for KCC holders (PAIS), and the same shall be available subject to the guidelines governing the said scheme (including in the matter of payment of premium and settlement).
17. In regard to the insurance coverage discussed above, USFB shall not have any obligation to pay the insurance premium or renewal premium, unless the Borrower specifically instructs USFB or the relevant insurance scheme casts an obligation on USFB as 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.
18. **Subsidy/Incentive:** If the Facility or the Borrower is eligible for any subsidy or incentive at the instance of any State Government or Central Government or Authority, such subsidy/incentive granted 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 covered under the underlying Rules/Regulations/Provisions governing such subsidy/incentive. The Borrower shall not be eligible for subsidy and the benefits thereunder, unless conduct of the account in relation to the Facility is satisfactory in the opinion of USFB and/or the Government/Authority which grants the subsidy. The Borrower should refund the subsidy, 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 Outstanding Amount and would be treated accordingly for calculation of Interest, Late Payment Charges, Penal Charges and/or other charges etc.
19. **Disclosure:** During subsistence of Borrower's liability under the Facility, USFB shall have unfettered rights to access the repository of Credit Information Companies any number of times to ascertain/check the financial discipline and/or credit score of the Borrower, and insist him/her/them to take remedial measures to perfect the lacunae, if any, observed. The Borrower shall be deemed to have authorized USFB to disclose, from time to time, any information and data relating to him/her/them (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 Facility and/or the defaults (if any), in or outside India, to: (a) any group entity of USFB or any of their employees, agents, representatives etc.; (b) third parties engaged by USFB or any of its group entities for purposes such as marketing of services and products; (c) any insurer or insurance broker of, or direct or indirect provider of credit protection to USFB or any group entity; (d) 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; (e) any credit bureau, database/databanks, corporates, banks, financial institutions etc.; (f) any authority or other entity as required by law or any authority; (g) any other person 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 Facility Documents/Facility; (h) Credit Information Companies; (i) Reserve Bank of India; (j) Income Tax authorities, Credit Rating Agencies (for the purpose of credit reference checks) or any other



Government or any other regulatory Authorities/Bodies/Departments as and when so demanded; and/or (k) any court or judicial, statutory or regulatory authority/tribunal/arbitrator pursuant to an order/direction to this effect, as and when required.

- 20. Major Terms and Conditions Governing Rupay Card/Smart Card/KCC Card:** The Borrower will be issued a Rupay Card/Smart Card/KCC Card in relation to the Facility with PIN [(Personal Identification Number) with an ISO IIN (International Standards Organization International Identification Number)] which would enable the Borrower to make withdrawals from the credit facility account through ATMs, Micro ATMs, Business Correspondents who permits withdrawals through smart cards, and Point of Sales machines. The Borrower shall be solely responsible for ensuring secure usage/storage of the registration information (image, personalized phrase and PIN). The Borrower shall be liable for misuse/unwarranted disclosure of sensitive information such as the registration data etc. USFB shall not be responsible for interception/misuse of PIN/image/phrase by any person other than the Borrower. USFB shall not be liable if the registration information is misused due to any reason whatsoever and or if the terms and conditions relating to usage of the card are not complied with. USFB reserves the right to suspend the Facility and/or the Rupay Card/Smart Card/KCC Card if the Borrower defaults on payments due in relation to the Facility or overdraws the Facility. The Borrower should not use the Rupay Card/Smart Card/KCC Card in the event the Facility Agreement is terminated and/or the Facility is cancelled or recalled and/or the account linked to the Rupay Card/Smart Card/KCC Card is suspended. Death or in-capacitance of the Borrower shall automatically cancel the Rupay Card/Smart Card/KCC Card issued in respect of the Facility. All amounts due and outstanding in relation to the Facility shall be deemed to have immediately become due on death or in-capacity of the Borrower and USFB shall be entitled to recover such amounts due in relation to the Facility. The Borrower must duly notify USFB within 24 (Twenty Four) Hours by way of e-mail or SMS or by such means as specified in the Facility Documents, immediately if the Rupay Card/Smart Card/KCC Card is misplaced, lost, stolen, mutilated, not received when due or if the Borrower suspects that the Rupay Card/Smart Card/KCC Card is being used without Borrower's permission. In addition to notifying USFB about the loss/theft of the Rupay Card/Smart Card/KCC Card, the Borrower shall also file a FIR with the local police authorities and retain the copy of such FIR, which may be requested by USFB as and when required. USFB shall not be liable or responsible: (i) for any transaction incurred on the Rupay Card/Smart Card/KCC Card prior to time of reporting of the loss of the Rupay Card/Smart Card/KCC Card, (ii) if the Borrower has acted without reasonable care, or (iii) if the Borrower has acted fraudulently, and the Borrower shall be solely liable for the same. However, the Borrower may not be held liable as regards the usage of the Rupay Card/Smart Card/KCC Card after USFB acts upon the due notification issued by the Borrower. USFB reserves the right to block the Rupay Card/Smart Card/KCC Card on suspected risk of compromise in order to protect the interest of the Borrower and/or to avoid any misuse of the Rupay Card/Smart Card/KCC Card in any manner whatsoever. The Borrower in such an event will not be able to use the Rupay Card/Smart Card/KCC Card and may receive a replaced and new Rupay Card/Smart Card/KCC Card for further use. The limit on transactions, maximum limit on withdrawals, fees or charges etc. in relation to the Rupay Card/Smart Card/KCC Card shall be as set out in the Facility Agreement. Borrower is advised to refer the leaflet to be provided along with the Rupay Card/Smart Card/KCC Card, for detailed terms and conditions.
- 21. 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.
22. 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.
23. **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.
24. **Miscellaneous:** (a) In case the Facility is secured 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, 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.
25. **Other Disclosures:**
- a) USFB is committed to transparency and Fair Lending Practices.
 - b) The Borrower is not under obligation to sign the Facility Agreement or any Facility Document unless he/she/they is/are fully convinced and agreeable to the covenants and terms and conditions contained therein, and all blank spaces therein are duly filled in with relevant particulars to the satisfaction of the Borrower.
 - c) USFB never insists borrowers and/or co-borrowers and/or guarantors to submit any document, instrument, security or valuable items, other than what are discussed in the Sanction Letter and the Facility Documents.
 - d) USFB issues receipt for any amount collected from the borrowers.
 - e) 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,
 - f) Borrowers who are facing serious debt repayment problems for reasons beyond their control can approach USFB for rescheduling the Facility.



- g) The grant of the Facility is not linked to any other product/services offered by USFB or third party,
 - h) The privacy of Borrower, Co-Borrower and Guarantor, and their data will be respected, subject to the covenants contained in the Facility Documents.
26. The terms and conditions contained herein are indicative. The key facts statement and the detailed terms and conditions shall be as per the Facility Agreement. In case of any conflict between the provisions of the terms and conditions contained herein and the Facility Agreement, the terms in the Facility Agreement shall prevail.
27. USFB has an established mechanism for redressal of grievances in a time bound manner, which is detailed in the Customer Grievance Redressal Policy, hosted on the Website and available at the branches/offices. USFB shall be responsible for appropriate behaviour of any representative, servant, officer, agent, third party/recovery agent and/or such other person as may be appointed by USFB. The Borrower may contact the toll-free helpline number 1800 208 2121 for clarifications, or if he/she/they observe(s) inappropriate behaviour or demands by any representative, servant, officer, agent, third party/recovery agent and/or such other person as may be appointed by USFB. The Borrower may also approach the Regional Nodal Officers of USFB in this regard, at the respective Regions (changes in the contact particulars shall be updated on the Website, and the Borrower is advised to visit the Website or to contact the branch of USFB for latest contact particulars of the Regional Nodal Officers). USFB shall take appropriate measures, in conformity with its internal guidelines, in regard to the instances of inappropriate behaviour from any representative, servant, officer, agent, third party/recovery agent and/or such other person as may be appointed by USFB:

East	West	North	South
<p>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 - 700 156 Contact Number: +91 33 4045 2171 Ext: 171 Email: rno.east@ujjivan.com</p>	<p>Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Almonte IT Park, SR No: 8, 7th Floor, Next to Reliance Smart, Hadapsar Mundhwa Bypass, Village Kharadi, Pune - 411 014 Contact Number: +91 20 41412121 Ext: 130 Email: rno.west@ujjivan.com</p>	<p>Regional Nodal Officer Ujjivan Small Finance Bank Ltd., Block-D, Plot No: 7, Vyapar Marg, GMTT Building, 2nd & 3rd Floor, Block D, Sector 3 Noida, Uttarpradesh - 201 301 Contact Number: +91 0120 6262121 Ext: 120 Email: rno.north@ujjivan.com</p>	<p>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</p>

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 read(s), understand(s) and convince(s) himself/herself/themselves about the terms and conditions of the Loan Documents, and he/she/they is/are fully agreeable with the clauses therein.