



## **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, byelaw, 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 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, 3<sup>rd</sup> "A" Cross, 18<sup>th</sup> Main, 6<sup>th</sup> Block, Koramangala, Bengaluru, Karnataka – 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 ("GoI"), 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 GoI 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 GoI 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 GoI 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 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 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](http://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. 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.

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 nonexistence 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.

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):

- a) If granted as loan: Interest and/or instalment of principal remains overdue for a period of more than 90 (Ninety) days.
- b) If granted as cash credit/overdraft: The concerned account remains out of order. An account shall be treated as "out of order" if:
  - 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 three months, would be deemed as irregular and an account where the regular/ad hoc credit limits have been reviewed/renewed within 180 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.

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:** 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 the Loan. All matters related to the Policy are 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 Loan, 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 Loan, 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 Borrower or to renew the policy/ies. The Borrower shall be solely responsible to obtain credit shield, insuring his/her life and to get such policy/ies renewed from time to time. USFB reserves the right (but not bound) to pay the premium on behalf of the Borrower in case of the Borrower's failure and get such amounts reimbursed by the Borrower. USFB shall have the right to receive and adjust any payment that USFB may receive in connection with any insurance policy/ies against the Loan and alter the Repayment Schedule as set out in the Facility Documents in any manner as it may deem fit notwithstanding anything to the contrary contained in the Facility Documents or any other document or paper.

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 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).
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. Other Disclosures:**

- a) USFB is committed to transparency and Fair Lending Practices.
- b) 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.
- c) 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.
- d) USFB issues receipt for any amount collected from the borrowers.
- e) 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),
- f) 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,
- g) Borrowers who are facing serious debt repayment problems for reasons beyond their control can approach USFB for rescheduling the Facility.
- h) The grant of the Facility is not linked to any other product/ services offered by USFB or third party,
- i) 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 (changes in the contact particulars shall be updated on the Website, and the Borrower is advised to visit the Website for latest contact particulars of the Regional Nodal Officers):

<b>East</b>	<b>West</b>	<b>North</b>	<b>South</b>
<p><b>Regional Nodal Officer</b> Ujjivan Small Finance Bank Ltd., 4th Floor, Rishi Tech Park, Premises No.020360, Plot No.DH-6/2, Action Area 1D, New Town, Kolkata - 700 156 Contact Number: +91 33 4045 2171 Ext: 171 Email: <a href="mailto:rno.east@ujjivan.com">rno.east@ujjivan.com</a></p>	<p><b>Regional Nodal Officer</b> Ujjivan Small Finance Bank Ltd., Almonte IT Park, SR No: 8, 7<sup>th</sup> Floor, Next to Reliance Smart, Hadapsar Mundhwa Bypass, Village Kharadi, Pune - 411 014 Contact Number: +91 20 41412121 Ext: 130 Email: <a href="mailto:rno.west@ujjivan.com">rno.west@ujjivan.com</a></p>	<p><b>Regional Nodal Officer</b> Ujjivan Small Finance Bank Ltd., Block-D, Plot No: 7, Vyapar Marg, GMTT Building, 2<sup>nd</sup> &amp; 3<sup>rd</sup> Floor, Block D, Sector 3 Noida, Uttarpradesh - 201 301 Contact Number: +91 0120 6262121 Ext: 120 Email: <a href="mailto:rno.north@ujjivan.com">rno.north@ujjivan.com</a></p>	<p><b>Regional Nodal Officer</b> Ujjivan Small Finance Bank Ltd., Grape Garden, No: 27, 3rd A Cross, 18th Main, 6th Block, Koramangala, Bengaluru - 560 095 Contact Number: +91 80 4071 2121 Ext: 874 Email: <a href="mailto:rno.south@ujjivan.com">rno.south@ujjivan.com</a></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/it reads, understands and convinces himself/herself/itself about the terms and conditions of the Loan Documents, and he/she/it is fully agreeable with the clauses therein.**