

FACILITY AGREEMENT FOR KISAN PRAGATI CARD

This agreement ("**FACILITY AGREEMENT**") is executed at the place and on the date mentioned in the Schedule A hereunder by and between:

UJJIVAN SMALL FINANCE BANK LTD., 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 and operating through one of its branches, specified in Schedule A hereunder (hereinafter referred to as "**USFB**", which expression shall include their respective heirs, representatives, successors, executors, administrators and assigns of the **One Part**, and the Borrower as mentioned in the Schedule A hereto (hereinafter referred to as the "**Borrower**", which term shall, unless repugnant to the context, be deemed to include the Co-Borrower(s), if any, as detailed in the Schedule A hereto and each of his/her legal representatives, executors, administrators, successors, and permitted assigns, as applicable) of the **Other Part**.

(The Borrower and USFB are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**")

WHEREAS, the Borrower has approached USFB for the financing requirements of the Borrower in respect of his/her agricultural and allied activity requirements.

WHEREAS, on the basis of an application and representations from the Borrower, USFB has agreed to lend and advance to the Borrower financial assistance on the terms and conditions and for the purposes, set out herein below.

AND WHEREAS, the Co-Borrower agrees to secure and, jointly and severally undertake the obligations of the Borrower and co-sign the Facility Agreement entered by the Borrower with USFB in accordance with the terms and conditions, set out herein below.

NOW, THEREFORE, THIS FACILITY AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Facility (defined hereinafter) shall be governed by the terms and conditions shared with the Borrower along with the Sanction Letter, the terms and conditions contained herein, to the extent the same are modified by these presents expressly or by necessary implication (hereinafter referred to as "**Terms & Conditions**").
2. **FACILITY:** USFB agrees to grant to the Borrower credit facilities/ financial assistance not exceeding the amount as set out in Schedule A hereunder (hereinafter "**the Facility**") for the purpose stated in the Schedule A hereunder and upon the Terms & Conditions, and the Borrower agrees to avail the Facility subject to the Terms & Conditions. The Facility granted under KPC_CC shall be a revolving facility. Further, the Facility shall have the tenure as mentioned in the Schedule A hereto. Accordingly, the term Facility, depending on the product/variant, shall include the renewed credit facilities/financial assistance. USFB reserves an unconditional right to cancel the undrawn/unused/unavailed portion of the Facility sanctioned, at any time during the currency of the Facility, without notice of the Borrower and for any reason(s) whatsoever.
3. **DISBURSEMENT:** The Facility shall be disbursed by USFB/permitted to be drawn by the Borrower subject to the Borrower handing over to USFB such documents, as may be applicable and required by USFB. The disbursement of Facility may be made either to the Borrower or to any dealer from whom the Borrower proposes procure any asset for Borrower's agricultural/allied activity (depending on the disbursement instructions given by the Borrower) by way of account credit (by direct credit or through NEFT/ RTGS) or Demand Draft or Pay Order. The Facility will be disbursed either in a single tranche or in multiple tranches depending on the conditions as described more particularly in the Schedule A hereto. The date on which first disbursement/drawdown under the Facility takes place in the above manner shall be referred to as "**Effective Date**".
4. **DISBURSEMENT/DRAWDOWN CONDITIONS:** 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 under this Facility Agreement 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.
5. **INTEREST:** (a) The Borrower shall pay interest at the rate specified in the Schedule A hereunder in respect of Facility, subject to periodical changes in interest rates from time to time. Interest shall be calculated on actual number of days taken as 365 (Three Hundred and Sixty Five) a year in non-leap year, and 366 (Three Hundred and Sixty Six) days in leap year. In case the tenure of the 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 shall be payable by the Borrower, at such periodicity as mentioned in the Schedule A, on the last Business Day of such period. The Borrower confirms having perused and understood USFB's method of calculating interest on reducing balance rate and PI.

(b) In default of payment of Interest, the same shall be capitalised and added to the principal and shall be treated as an advance to the Borrower and USFB shall be entitled to charge interest at the rate of Interest on the debit balance capitalised as aforesaid, in addition to Additional Interest from the date of default to the date of actual payment as set out in Schedule A hereto.

(c) If USFB has granted moratorium for the Facility, for the period mentioned in the Schedule A, the Borrower shall pay to USFB during the moratorium period the PPII, or interest debited to the borrowal account (as the case be) related to the Facility, on the respective Due Dates, without any demand raised by USFB. The Borrower shall also commence repayment of PI immediately after expiry of the moratorium period without specific notice by USFB.

(d) The Borrower agrees and accepts that the rate of Interest is reasonable and represents genuine pre-estimate of the loss expected to be incurred by USFB in the event of non-payment of any monies by the Borrower and the Borrower hereby acknowledges the genuineness and reasonability of the same.

(e) 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 External Benchmark Lending Rate/ 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 External Benchmark Lending Rate 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. The Borrower is aware and acknowledges that PIs 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.

6. REPAYMENT/ PREPAYMENT: (a) The Borrower agrees and undertakes to repay to USFB the Facility availed along with Interest and applicable charges in terms of the Terms & Conditions. The repayment of Facility shall be made on the Due Date(s). The repayment of all amounts under the Facility shall be by direct debit from the relevant bank account of the Borrower or in cash or in such other mode as may be stipulated by USFB from time to time. The Borrower shall execute requisite mandate for registering Standing Instructions/ National Automated Clearing House Instructions ("NACH")/ Electronic Clearing Service Instructions ("ECS")/ Standing Instructions ("SI"), in this regard. USFB is authorized to execute the ACH/ECS/SI 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/ECS/SI. In case there is any technical error in execution of ECS/ACH/SI or if the remittance relates to overdue payment or Pre-Closure the Borrower shall make the payment in cash. Notwithstanding the above, the Borrower shall pay to USFB, on demand being made by USFB, the balance then outstanding and owing to USFB inclusive of all Interest upto the date of payment, together with any other charges as demanded by USFB. USFB reserves the right to demand immediate payment of the Facility amount if any instalment of Interest/Facility remains unpaid on the Due Date(s) for payment thereof.

(b) The repayment of the Facility shall be made on the dates chosen by the Borrower (and as mentioned in the Sanction Letter/ Schedule A). 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. The Borrower shall be liable to pay to USFB Late Payment Charges at the rate specified in the Schedule A, if repayment is not made on the respective Due Date(s), as extended by USFB at its discretion through the grace period.

(c) The Borrower shall pay all costs, charges and expenses of USFB promptly as and when required by USFB.

(d) The principal amounts allowed to be outstanding from time to time under the Facility shall not exceed the maximum principal amount as mentioned in the Schedule A hereto, but USFB shall have an

absolute discretion to determine how much amount out of the Facility it will advance and/ or allow to be outstanding from time to time under the Facility and USFB shall be at liberty to terminate the Facility and refuse to allow further drawings thereon at any time without any previous notice to the Borrower.

(e) In case any part of the repayment is bounced owing to insufficient funds or any reason whatsoever, USFB shall be entitled to collect from the Borrower applicable charges at the rate specified in Schedule A hereunder. Any such charge for bounce of payment of PI shall be paid to USFB by the Borrower in cash or such other mode(s) permitted by USFB.

(f) If the Borrower wishes to pre-close the Facility, the same may be done by fulfilling the conditions specified in the Schedule A.

(g) If the Facility or any portion is cancelled due to reasons whatsoever, the Borrower shall pay to USFB forthwith upon demand, all the outstanding under the Facility without demur.

7. **SECURITY:** (a) The Borrower agrees to hypothecate and/or mortgage and/or pledge and/or assign the Security (as the case may be), as detailed in the Sanction Letter and the Schedule A (hereinafter referred as "**Security**"), in favour of USFB and in the form and manner acceptable to USFB, for securing the Facility together with all interests, costs, fees and expenses and all other monies payable in terms of these Facility Documents and stipulated herein. The LTV shall be maintained by the Borrower throughout the tenure of the Facility.

(b) 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 for this purpose of the Security and will not be considered exhausted by any reason till the date the Facility and all monies due in relation thereto till it is either repaid in full to the satisfaction of USFB or the Facility is terminated for any reason whatsoever. The Borrower agrees to hold the Security under exclusive charge as trustee/s and agents for and on behalf of USFB. The Borrower expressly undertakes not to mortgage, pledge, charge, hypothecate, sell or cause to be sold/ disposed of or encumbered in any manner (otherwise than in normal course of business), and to keep the Security under exclusive charge in favour of USFB, in good condition. The sales realizations and the proceeds of goods shall be routed through the loan account related to the Facility, and such realizations or proceeds which are not routed so shall be held by the Borrower as trustee for USFB and paid to USFB as and when received by the Borrower. The Security shall remain in force until all sums due to USFB by the Borrower either by way of the Facility or otherwise are fully paid or adjusted.

(c) The Borrower shall, at its own expense keep the Security in marketable and good condition and insure and keep insured the Security (if the same is capable of being insured) with financially sound and reputable insurers satisfactory to USFB and shall ensure that the interests of USFB are notified to the insurers and noted on all Insurance Contracts and all such Insurance Contracts shall expressly endorse USFB as a 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 hereby agrees to maintain such insurance throughout the continuance of the Security of the Facility. The Borrower shall deliver to USFB the renewal receipts/ held cover notes therefor and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In default, USFB may (but shall not be bound to) keep in good condition and render marketable the Security and take out/ renew such insurance. Any premium paid by USFB and any costs, charges and expenses incurred by USFB shall forthwith, on receipt of a notice of demand from USFB, be reimbursed to USFB and until such reimbursement by the Borrower the same shall be debited to the Borrower's borrowal account.

8. **HYPOTHECATION:** In consideration of the premises, the Borrower hereby charges/ hypothecates and creates an exclusive first ranking charge in favour of USFB, on the property/ asset more fully specified in the Schedule B hereunder (hereinafter referred as the "**Hypothecated Security**") with an intention to secure Facility granted/ to be granted by USFB to the Borrower and the interest thereon and charges.

9. **FEES AND OTHER CHARGES:** The Borrower shall pay the charges and fees (along with applicable Tax), as may be applicable from time to time, for the services provided by USFB in relation to the Facility or for any defaults committed by the Borrower with reference to the borrowal account maintained with USFB. The Borrower shall also pay all stamp duty charges and other imposts and obligations, existing as well as future, in respect of the Facility Documents, the transactions hereunder 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 shall forthwith do the needful for ensuring that the document in question is adequately and appropriately stamped.

10. **REVIEW/RENEWAL:** The limits in relation to the Facility shall be reviewed on annual basis by USFB, and the Borrower shall be permitted to operate on the borrowal account related to the Facility only subject to such periodical review. KPC_CC is offered by USFB in the form of a revolving Facility and annual review of KPC_CC may result in increase in limit if so requested by the Borrower and if such request is favourably considered by USFB.
11. **SUBSIDY:** The Borrower is aware and acknowledges that, if the Facility or the Borrower is eligible for any subsidy or incentive at the instance of any State or Central Government or Authority, such subsidy/ incentive granted is not gratuitous, and such subsidy/ incentive shall be available to the Borrower only if he/ she is compliant of the underlying Rules/ Regulations/ Provisions governing such subsidy/ incentive, apart from meeting the conditions and obligations envisaged thereunder. Further, the Borrower is aware and acknowledges that USFB shall reckon such subsidy/ incentive only in accordance with the underlying Rules/ Regulations/ Provisions governing such subsidy/ incentive, and USFB shall not undertake any obligation or liability with regard to such subsidy/ incentive other than those are covered under the underlying Rules/ Regulations/ Provisions governing such subsidy/ incentive. The Borrower is also aware that he/ she shall not be eligible for subsidy, unless conduct of the borrowal account related to the Facility is satisfactory in the opinion of USFB/ the Authority which grants the subsidy. The Borrower also agrees to refund the subsidy, if any, received by him/ her 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 Facility/Outstanding Amount.
12. The Borrower hereby undertakes that the Facility shall be utilized only for the purpose for which it is sanctioned. The Borrower also undertakes that 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. The Borrower shall submit to USFB a certification, in such form, mode and manner stipulated by USFB, regarding end use of the Facility. In addition to this, USFB may, at its discretion, get the records of the Borrower verified through the auditor(s) of the Borrower or any auditor of USFB's choice to confirm end use of the Facility. USFB shall have the right to take appropriate measures (including criminal action) against the Borrower if such certification is found to be wrong. Further, the Borrower agrees that 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.
13. The Borrower expressly recognizes and accepts that, if the Borrower is more than one individual, each one or anyone among them are authorized by others to accept and acknowledge the liability of the Borrower to USFB, either by making any payments to USFB or by executing in favour of USFB any admission in writing, and such acceptance and acknowledgement shall be binding on each one of the Borrower as if such acceptance or acknowledgement has been made by each one of them.
14. The Borrower expressly recognizes and accepts that USFB shall, without reference to or intimation to the Borrower, be absolutely entitled and have full power and authority, to sell and/or assign to any third-party as USFB may decide, the Facility and all outstanding due to USFB under the Facility in any manner, either in whole or in part and on such terms as USFB may decide including assigning or reserving to USFB the power to proceed against the Borrower, on behalf of the assignee, in case of any default committed by the Borrower under the Facility. USFB may, if it so desires, also assign to such assignee, the right to proceed against the Borrower. Any such sale or assignment shall bind the Borrower and the Borrower shall accept the third-party as its sole creditor jointly with USFB and in such event the Borrower shall pay to USFB or such creditor or as USFB may direct the outstanding amounts due by the Borrower under the Facility.
15. The Borrower hereby expressly and unconditionally agrees that notwithstanding anything to the contrary contained in any of the Facility Documents, during the subsistence of the Facility, USFB shall have the liberty to shift, at its discretion, without notice to the Borrower, from time to time a part or portion of the outstandings in the limit/s of the Facility (hereinafter referred to as the "**Participation**") to one or more scheduled commercial banks (hereinafter referred to as the "**Participating Bank/s**") and the Participation shall be governed by the terms of the Uniform Code Governing Inter Bank Participations, 1988 which the Borrower has read and understood, and all amendments thereto, from time to time. The Participation shall not affect the rights and obligations, inter se, the Borrower and USFB in respect of the Facility, in any manner whatsoever. Such Participation shall be available to

USFB, for and in respect of all additional/ further limits under the Facility, without any confirmation/ consent of or any reference to the Borrower in that behalf. The Borrower shall not have and shall not claim any privity of contract with any such Participating Banks under the Participation and USFB shall and shall continue to represent the Participating Banks in all respects and for all matters arising out of/relating to the Participation.

16. The Borrower also expressly recognizes and accepts that in the event USFB sells/ assigns the Facility and/or all amounts which is outstanding and due to USFB, in any of the mode stated above, such assignment may cover transfer and assignment of any or all rights and obligations of USFB under the Facility, which may inter alia include, but not limited to the right to determine the rate of interest, determine the External Benchmark Lending Rate/ MCLR (as the case be) applicable to the Facility, re-pricing and pre-payment charges, collection procedure and all other relevant and incidental matters to the borrowal account. Any such sale, assignment, transfer of the Facility, outstanding due and rights/obligation of USFB shall conclusively bind the Borrower.
17. **REPRESENTATIONS, WARRANTIES, AND COVENANTS:** The Borrower further agrees, undertakes and confirms to USFB on a continuing basis that:
- (a) The Borrower is/are residents of India and in good standing under the laws of India and has 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.
 - (b) The Borrower have the full power, authority and legal right to own his / her assets and carry on his / her 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 their assets.
 - (d) The Borrower is not a defaulter/wilful defaulter or facing any proceedings for declaring as defaulter/wilful defaulter and if any lender initiates or threatens any action for declaring him/her as wilful defaulter USFB shall have right to take appropriate proceedings against him/her.
 - (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 Reserve Bank of India ("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) Except to the extent disclosed to Bank in writing he/she is not a Director or relative of a Director or Senior Official of USFB or any other bank and no Director or Employee of USFB or any other bank or their relative have any substantial interest in the activities carried out by him/her.
 - (i) He/ she shall not, during subsistence of the Facility, induct or appoint in his/her business any person who is a Director or Employee of USFB or their relative.
 - (j) He/ she is not served with any notice for breach or infringement of any law. Except to the extent disclosed to USFB, no civil or criminal (including, but not limited to, any insolvency or bankruptcy) proceedings is/are initiated or pending or threatened against the Borrower or his/her assets, including in relation to the Security.
 - (k) Rents, taxes, payments in respect of the Security shall be paid promptly.
 - (l) He/ she shall abide by all terms and conditions as specified in Facility Documents including without limitation general and special covenants mentioned herein.
 - (m) 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.
 - (n) 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.
 - (o) He/ she 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.

- (p) 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.
 - (q) He/ she shall comply with the provisions of Child Labour (Prohibition and Regulation) Act, 1986 and all its subsequent amendments.
 - (r) He/ she 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.
- 18. TERMS AND CONDITIONS FOR THE RUPAY CARD:** The Borrower will be issued a Rupay smart card cum debit card in relation to the Facility. The card will be a chip based card with PIN (Personal Identification Number) with an ISO IIN (International Standards Organization International Identification Number) to enable access to all banks ATMs and micro ATMs.
- (a) 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.
 - (b) USFB can suspend the Facility and the Rupay Card/ cheque book facility if the Borrower defaults on payments due in relation to the Facility or overdraws the Facility granted. The Borrower may not use the Rupay Card/ cheque book facility 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 is suspended.
 - (c) Death or in-capacitance of the Borrower shall automatically cancel the Rupay 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 as per the Applicable Law in India.
 - (d) 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 is misplaced, lost, stolen, mutilated, not received when due or if the Borrower suspects that the Rupay Card is being used without Borrower's permission. In addition to notifying USFB about the loss/ theft of the Rupay 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.
 - (e) USFB shall not be liable or responsible for (i) any transaction incurred on the Rupay Card prior to time of reporting of the loss of the Rupay Card, (ii) if the Borrower acts without reasonable care, (iii) has acted fraudulently; the Borrower will be wholly liable for the same.
 - (f) The Borrower may not be held liable as regards the usage of card after due notification of loss to USFB in the above manner.
 - (g) USFB reserves the right to block the Rupay 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 in any manner whatsoever. The Borrower in such an event will not be able to use the Rupay Card and will receive a replaced and new Rupay Card for further use.
 - (h) The Borrower will be sent reminders from time to time for settlement of any Outstanding Amounts in relation to the Facilities either by post, fax, telephone, e-mail, SMS and/or by engaging third parties to remind, follow up and collect dues. Any third party so appointed, shall adhere fully to the code of conduct on debt collection.
 - (i) The limit on transactions, maximum limit on withdrawals, fees or charges etc. in relation to the Rupay Card are as set out in the Schedule A hereto.
- 19. 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) The Borrower committing default in payment of the Outstanding Amounts on or before the respective Due Dates.
 - (b) If any action by any Government or any other authority is instituted to suspend business or agricultural pursuit or dispose of the whole or substantial part of his business or agricultural pursuit.
 - (c) Breach by the Borrower of any of the undertakings, covenants, terms and/or conditions etc. of the Facility Documents and/or any of the declarations, representations and/or warranties etc. provided

by the Borrower is found to be or becoming untrue, misleading, incorrect or false in any respect whatsoever.

- (d) Failure by the Borrower to comply with Applicable Law, including regulations and rules as issued by any authority.
 - (e) Any attachment or restraint has been levied on the Security, secured assets or the assets are confiscated by any authority and/or the properties hereby agreed to be charged and/or any proceedings have been taken or commenced for recovery of any dues from the Borrower by any person or persons including USFB.
 - (f) If the Security is not created in the manner and within the timeline as specified by USFB.
 - (g) Any litigation, suit, proceeding etc. is initiated, filed, applied or threatened against the Borrower, including without limitation by any lender, bank or financial institution.
 - (h) Demise or permanent disablement of the Borrower.
 - (i) Commission of any fraud by the Borrower.
 - (j) The Borrower ceases or threatens to cease to carry on its business or dispose of the whole or substantial part of his business or agricultural pursuit.
 - (k) Non-satisfaction of a conditions precedent or any other conditions that may be prescribed under the Facility Documents.
 - (l) Any encumbrance over any asset of the Borrower to secure any other debt becomes enforceable.
 - (m) Any default (however described) relating to any debt.
- 18.1** Notwithstanding anything given in this Facility Documents, in the event of any Event of Default occurs, it shall be lawful for USFB 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 anytime sell or dispose of 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 hereby undertakes to transfer and deliver to USFB all relative contracts, securities, bills, notes, hundies and documents and agree to accepts USFB's account of sales and realisation and any shortfall or deficiency thereby shown.
- 18.2** In the event of any Event of Default committed, USFB will have the right to demand the repayment of the entire amount of principal and interest thereon remaining due and outstanding which shall become payable forthwith and shall exercise USFB's right to lien and set-off amount outstanding against any monies/deposits/accounts maintained by the Borrower(s) with USFB.
- 18.3** The Borrower consents and authorises USFB to recover any and all dues under the Facility as a public demand/money in conformity with the applicable laws governing recovery, if such consent of the Borrower is necessary as per the applicable law.

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.

20. DISCLOSURE AND DATA PRIVACY: The Borrower hereby agrees and authorizes USFB to disclose, from time to time, any information and data relating to the Borrower (including personal sensitive data or information and any information that requires a consent under the Information Technology Act, 2000/2008, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and/or any other statute) and/or the Facility, 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 rating agency, 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, corporate, banks, financial institutions etc.;
- (f) any authority or other entity as required by law or any authority; and/or
- (g) any other person:
 - (i) 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; and/or
 - (ii) pursuant to the processing or management of data relating to the Facility or the Borrower.

19.1 The Borrower undertakes that the information and data furnished by them to USFB are true and correct. The Borrower further undertakes that:

- (a) CIBIL and any other agency so authorized may use, process the said information and data disclosed by USFB in the manner as deemed fit by them; and
- (b) CIBIL and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

19.2 The Borrower hereby gives specific consent to USFB for disclosing/submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the credit/ financial facilities availed from USFB, from time to time, to any 'Information Utility' ('IU') as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to banks from time to time and hereby specifically agree to promptly authenticate the 'financial information' submitted by USFB as and when requested by the concerned 'IU'.

21. GOVERNING LAW AND JURISDICTION: The Facility Documents shall be governed by and construed in accordance with the laws of India. The Borrower expressly agrees that all disputes arising out of and/or in relation to the facility Documents, the Facility and/or any other document in relation to the Facility shall be subject to jurisdiction of the courts/tribunals of the city/place in which the branch of USFB from where the disbursement has been made/drawdown is permitted is situated and that, accordingly, any legal action, suit or proceedings arising out of or in connection therewith may be

brought in those courts/tribunals of competent jurisdiction. Provided however, the Parties agree that, USFB may, in its absolute discretion commence any legal action or proceedings arising out of such instances in any other court, tribunal or other appropriate forum and the Borrower hereby consents to that jurisdiction.

22. This Facility Agreement is intended to and shall operate as a continuing security for all loans, indebtedness and liabilities of the Borrower to USFB at all times during the subsistence of the Facility Agreement notwithstanding:

- (a) The existence of a credit balance or "Nil" balance in any loan accounts of the Borrower at any time or any partial payment or fluctuation of accounts, or
- (b) Any loans or any part thereof have been repaid either after demand has been made by USFB or otherwise, or has been so repaid on demand.

23. Other Covenants:

- (a) The Borrower agrees that in case if he/ she has to stop/ abandon the agricultural or allied activities for any reason attributable to his/ her default, negligence, misbehaviour or otherwise, or by an act of God or due to unforeseen circumstances or he/ she becomes incapacitated to continue the agricultural/allied activities, the outstanding balance under the Facility shall be repaid, immediately, upon demand by USFB.
- (b) The Borrower undertakes to inform USFB of any change in his/ her financial condition or his/ her business, which is likely to affect USFB's decision to continue the Facility.
- (c) The Borrower shall promptly give written notice to USFB of (i) any dispute which might arise between the Borrower and any person or any governmental body or authority relating to or concerning the Security; (ii) any material circumstances affecting the ability of the Borrower to repay the Facility in the manner stipulated hereunder.
- (d) The Borrower shall at all times during the currency of the Facility ensure that he/ she has duly paid all taxes and statutory dues.
- (e) The Borrower voluntarily waives his/ her right of lien or right to set-off (whether under law or contract or otherwise) upon any money against/ towards the outstanding amounts under the Facility.
- (f) The Borrower shall inform USFB in writing of any theft or damage to the Secured Assets/ Security forthwith upon such theft or damage, apart from lodging any claim whatever with the concerned insurance company in respect of such theft or damage.
- (g) The Borrower shall keep and maintain in good and marketable condition the Security/ Secured Assets at the Borrower's own expense and replace all such parts whether broken or damaged, as are the normal practice adopted for the maintenance of the Security/ Secured Assets. The Borrower shall, wherever required, engage mechanics, dealers, service facilities expressly authorized by the manufacturer of the Secured Assets/ Security to effect repairs and to service the same.
- (h) The Borrower shall on USFB's request do, perform and execute such acts, deeds, matters and things as USFB may consider necessary.

Schedule A

1)	Place of Execution of the Facility Agreement	:	
2)	Date of Execution of the Facility Agreement	:	
3)	Name of the Borrower	:	
4)	Age of the Borrower (Years)	:	
5)	Father's / Husband's Name	:	
6)	Occupation of the Borrower	:	
7)	Address for Communication of the Borrower	:	
8)	Name of the Co-Borrower No: 1	:	

9)	Age of the Co-Borrower No: 1 (Years)	:	
10)	Father's / Husband's Name No: 1	:	
11)	Occupation of the Co-Borrower No: 1	:	
12)	Address for Communication of the Co-Borrower No: 1	:	
13)	Name of the Co-Borrower No: 2	:	
14)	Age of the Co-Borrower No: 2 (Years)	:	
15)	Father's / Husband's Name No: 2	:	
16)	Occupation of the Co-Borrower No: 2	:	
17)	Address for Communication of the Co-Borrower No: 2	:	
18)	Name of the Co-Borrower No: 3	:	
19)	Age of the Co-Borrower No: 3 (Years)	:	
20)	Father's / Husband's Name No: 3	:	
21)	Occupation of the Co-Borrower No: 3	:	
22)	Address for Communication of the Co-Borrower No: 3	:	
23)	Name of the Co-Borrower No: 4	:	
24)	Age of the Co-Borrower No: 4 (Years)	:	
25)	Father's / Husband's Name No: 4	:	
26)	Occupation of the Co-Borrower No: 4	:	
27)	Address for Communication of the Co-Borrower No: 4	:	
28)	Name of the Branch	:	
29)	Address of the Branch	:	

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Particulars of Facility:

1)	Type of the Facility	<input type="radio"/> Production Credit (KPC_CC) <input type="radio"/> Term Loan (KPC_TL_FI/FD) <input type="radio"/> Term Loan (KPC_TL_FI/FD_Allied) <input type="radio"/> Kisan Vishesh (KPC_TL_KV) <input type="radio"/> Kisan Unnati (KPC_TL_KU)	
2)	Amount of the Facility (INR)	Production Credit (KPC_CC)	
		Term Loan (KPC_TL_FI/FD)	
		Term Loan (KPC_TL_FI/FD_Allied)	
		Kisan Vishesh (KPC_TL_KV)	
		Kisan Unnati (KPC_TL_KU)	
3)	Availability Period (in months, calculated from the date of acceptance of Sanction Letter by the Borrower)		
4)	Purpose of the Facility	Production Credit (KPC_CC)	
		Term Loan (KPC_TL_FI/FD)	
		Term Loan (KPC_TL_FI/FD_Allied)	
		Kisan Vishesh (KPC_TL_KV)	
		Kisan Unnati (KPC_TL_KU)	
5)	Tenure of Facility	Production Credit (KPC_CC)	One year from the date of Sanction, subject to annual review
		Term Loan (KPC_TL_FI/FD)	
		Term Loan (KPC_TL_FI/FD_Allied)	
		Kisan Vishesh (KPC_TL_KV)	
		Kisan Unnati (KPC_TL_KU)	
6)	Moratorium (Months)	Production Credit (KPC_CC)	
		Term Loan (KPC_TL_FI/FD)	
		Term Loan (KPC_TL_FI/FD_Allied)	
		Kisan Vishesh (KPC_TL_KV)	
		Kisan Unnati (KPC_TL_KU)	
7)	Interest Type	Production Credit (KPC_CC)	<input type="radio"/> Fixed <input type="radio"/> Floating

		Term Loan (KPC_TL_FI/FD)	Fixed
		Term Loan (KPC_TL_FI/FD_Allied)	Fixed
		Kisan Vishesh (KPC_TL_KV)	Fixed
		Kisan Unnati (KPC_TL_KU)	Fixed
8)	Interest Rate (%)	Production Credit (KPC_CC)	(If Fixed): _____ p. a. with monthly rests. (If Floating): _____ over *External Benchmark Lending Rate of USFB, p. a. with monthly rests
		Term Loan (KPC_TL_FI/FD)	(Fixed): _____ p. a. with monthly rests.
		Term Loan (KPC_TL_FI/FD_Allied)	(Fixed): _____ p. a. with monthly rests.
		Kisan Vishesh (KPC_TL_KV)	(Fixed): _____ p. a. with monthly rests.
		Kisan Unnati (KPC_TL_KU)	(Fixed): _____ p. a. with monthly rests.
	*Current External Benchmark Lending Rate of USFB: _____ %. [Please visit the website of USFB (www.ujjivansfb.in) or nearest branch of USFB for the reference rate used by USFB for determining External Benchmark Rate.]		
9)	Disbursement/Drawdown (Tranches)	Production Credit (KPC_CC)	
		Term Loan (KPC_TL_FI/FD)	
		Term Loan (KPC_TL_FI/FD_Allied)	
		Kisan Vishesh (KPC_TL_KV)	
		Kisan Unnati (KPC_TL_KU)	
10)	Mode of Repayment	<input type="radio"/> SI <input type="radio"/> ACH <input type="radio"/> ECS <input type="radio"/> Cash <input type="radio"/> Any other mode permitted by USFB	
11)	Repayment of Production Credit (KPC_CC)	Sanctioned for a period of One year from the date of Sanction, subject to annual review. Interest should be serviced as and when debited.	
12)	Frequency of Repayment for Term Loan	Periodic Instalments (hereinafter "PI")	
13)	Periodicity of Repayment	Production Credit (KPC_CC)	Sanctioned for a period of One year from the date of Sanction, subject to annual review. Interest should be serviced as and when debited.
		Term Loan (KPC_TL_FI/FD)	<input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Half-Yearly <input type="radio"/> Annually
		Term Loan (KPC_TL_FI/FD_Allied)	<input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Half-Yearly

		Kisan Vishesh (KPC_TL_KV)	<input type="radio"/> Annually <input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Half-Yearly <input type="radio"/> Annually
		Kisan Unnati (KPC_TL_KU)	<input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Half-Yearly <input type="radio"/> Annually
14)	Number of Instalments for Repayment	Production Credit (KPC_CC)	Sanctioned for a period of One year from the date of Sanction, subject to annual review. Interest should be serviced as and when debited.
		Term Loan (KPC_TL_FI/FD)	
		Term Loan (KPC_TL_FI/FD_Allied)	
		Kisan Vishesh (KPC_TL_KV)	
		Kisan Unnati (KPC_TL_KU)	
15)	PI Amount (INR)	As mentioned in the Loan Card to be issued.	
16)	Date of commencement of PI	As mentioned in the Loan Card to be issued.	
17)	Late Payment Charges		
18)	Additional Interest		
19)	Fees / Charges [Applicable taxes shall be levied on all Fees and Charges specified above. All Fees, Charges and Tax are non-refundable]	a. Login Fee (INR)	
		b. Processing Fee (% to the Facility amount)	
		c. ECS/ACH/Cheque Bounce Charges, per instance of dishonour of ECS/ACH/Cheque (INR)	
		d. Stamp Duty (INR)	As per the enactment of the concerned State
		e. Crop Insurance Premium (INR)	As per the applicable guidelines
		f. Life Insurance Premium for Borrower (INR) (One Time throughout the tenure of the Loan) (applicable only if the Borrower has opted for insurance coverage)	
		g. CERSAI Charges (INR) (if Loan is secured by Property)	
20)	Details of Collateral Security (if any)	Owner	
		Details of Security	
		Type of Charge	<input type="radio"/> Equitable Mortgage <input type="radio"/> Simple Mortgage
21)	Details of Additional Security (if any)		
22)	Prepayment Conditions		

23)	Special Conditions				
24)	RuPay Card (Kisan Credit Card) Conditions:				
	Card Limit (INR)	Amount of Withdrawal Permitted (per transaction)	Number of Withdrawals Permitted (per month)	Annual Fee	Other Conditions
					Please refer the leaflet provided along with the RuPay Card

The Borrower and the Co-Borrower understand and agree that the Fees/Charges/Premium as stated above are subject to Tax as per the applicable Rules/Regulations, all Fees/Charges/Premium are non-refundable, and shall be netted off the loan amount at the time of first disbursement/drawdown.

Schedule B

Hypothecated Security		
Nature of Asset	Particulars of the Asset	Value (INR) (approx..)

DECLARATION IF BORROWER SIGN(S) IN VERNACULAR LANGUAGE

We, the below named persons, confirm and state that the contents of this document have been fully explained to the Borrower in vernacular language (viz., _____) known to him/her, and he/she admitted and acknowledged the contents of same.

Name of Witness	Address of Witness	Signature

The Borrower hereby expressly acknowledge and confirm that the Borrower have read (or have been read over), verified, understood and agree and acknowledge all the terms and conditions contained herein and hereby record their respective signatures in token of acceptance of/agreement to the same.

Borrower _____ (Signature) Name:	Co-Borrower 1 _____ (Signature) Name:
Co-Borrower 2 _____ (Signature) Name:	Co-Borrower 3 _____ (Signature) Name:
Co-Borrower 4 _____ (Signature) Name:	For Ujjivan Small Finance Bank Limited _____ (Signature) Name of Authorised Signatory: Designation:

ANNEXURE

ACKNOWLEDGEMENT RECEIPT

We, the Borrower and Co-Borrower hereby acknowledge and confirm receipt of the Facility Agreement (23 Clauses) including the Schedules appended to it forming part of the Facility Agreement from Ujjivan Small Finance Bank Limited.

The contents of the Facility Agreement have been read over to us and translated into the vernacular language known to us and we have understood the contents of the Facility Agreement before subscribing our respective signatures thereon.

Borrower _____ (Signature) Name:	Co-Borrower 1 _____ (Signature) Name:
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<p>Co-Borrower 2</p> <p>_____ (Signature) Name:</p>	<p>Co-Borrower 3</p> <p>_____ (Signature) Name:</p>
<p>Co-Borrower 4</p> <p>_____ (Signature) Name:</p>	

Place:

Date: