

CROP LOAN RULES FOR THE SHORT TERM CO-OPERATIVE CREDIT STRUCTURE (S T C C S), WEST BENGAL, 2024

Registered No. WB/SC-247 kolkata ASVNA 9] Extraordinary Published by Authority TUESDAY, OCTOBER 1, 2024 No. Ga}ttte [SAKA 1946 PART I—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc. GOVERNMENT OF WEST BENGAL Cooperation Department New Secretariat Buildings, Block-A, 4th Floor, 1, K. S. Roy Road, Kolkata-700001 NOTmCATION No. 1196-Coop, Dated, 20.09.2024 — The Governor, in supersession of all earlier notifications on the subject, is pleased hereby to make, the following Crop Loan Rules for the Short Term Co-operative Credit Structure. 1) 2) CROP LOAN RULES for STCCS, W.B.-2024 Short title, Applicability and Commencement - (a) These Rules shall be called Crop Loan Rules for the Short Term Co-operative Credit Bengal -2024 (Crop Loan Rules for STCCS, (b) Dispensation of Crop Loans for financing Seasonal Agricultural Operations by the Short Term Co-operative Credit Structure, West Bengal, shall be governed by these Rules; (c) The Rules shall come into force on the date of their publication in the Official Gazette. Definitions : In these Rules, unless there is anything repugnant in the subject or context : (a) (b) (c) The "Act" means the West Bengal Co-operative Societies Act, 2006, as amended from time to time and the rules framed thereunder. The definitions as specified in Section 4 of the Act shall be construed to be incorporated in these rules. "Agriculture" includes farming, plantation & horticulture, apiculture, floriculture, animal husbandry, forestry, dairy and poultry, pisciculture, and other allied activities, whether or not undertaken jointly with agriculture and the expression "agricultural operations" shall be construed accordingly. Explanation : For the purposes of this clause, "pisciculture" includes the development of fisheries, inland, brackish and marine, catching offish and all activities connected therewith or incidental thereto. "Central Financing Agency (CFA)" means a Central Co-operative Bank which is the principal Co-operative society in a district of the State of West Bengal that includes part of such district or other district, the primary object of which is the financing of other Co-operative societies in the area so covered by it and includes Regions of The West Bengal State Co-operative Bank Ltd. 2 (d) (e) (f) TI-EKOLKATAGAZETTE, EXTRAORDINARY, OCTOBER 1, 2024 Crop means products of agriculture, as defined in 2(B) and also includes other cash crops. [PART 1 Crop Loan means and includes the Short Term Production Credit given by the Short Term Co-operative Credit Structure, West Bengal for financing Seasonal Agricultural Operations to raise crops as defined above and includes eligible expenses towards benefit of Crop Insurance, Assets Insurance, Personal Accident Insurance Scheme (PAIS), Life Insurance and Health Insurance. Joint Liability Group (JLG) means and includes an informal Group of 4 to 10 individuals, but can be up to 20 members under special circumstances, coming together for a specific purpose including for the purpose of availing institutional finance under joint liability in the form of mutual undertaking / joint and/or several personal guarantees. The JLGs can be formed primarily consisting of tenant farmers and small farmers cultivating land without possessing proper title of their land / rural entrepreneurs engaged in non-farm activities. The JLG members are expected to engage in similar type of economic activities like crop production. The management of the JLG should be with simple financial administration within the group. The JLGS members can also serve as a conduit for technology transfer, facilitating common access to market information for training and technology dissemination in activities like soil testing, training, health camps and assessing input requirements. O A basic requirement for joint-liability security for Bank loans is that the farmers concerned, form themselves into groups of people who know and trust each other. These groups may normally vary in size from a minimum of 4 to a maximum of 10 farmers depending on the need and circumstances; Each year the group members who want to borrow for seasonal production costs sign a contract in which they accept liability not only for their own individual loans, but also for the loans borrowed by other members of their group. Hence the term joint-liability'. The loans are advanced by the CFAs through PACS to individual farmers or to the group collectively. The amounts borrowed by each person depend on his or her individual needs, subject to a maximum of certain prescribed amount in the policy which can be borrowed with this form of security. The JLGS should necessarily comprise the farmers or entrepreneurs (undertaking production of the same crops or group of crops or undertaking non-farm activities to ensure cohesive functioning and facilitate procurement of inputs, processing, marketing,

etc.) All the members of the JLG should be residing in the same village / compact area and not drawn from different / distant places. JLG Models The CFAs can finance JLG by adopting any of the two models. Model A Financing Individuals in the Group : Model B - Financing the Group : The JLG can be motivated to keep their monthly deposit in a savings account like SHG but the credit linkage will not depend on amount of deposit mobilised. Credit Assessment The JLG would prepare a credit plan for its individual members and an aggregate of that is submitted to the CFAs through the PFAS. The individual members of JLG would be eligible for bank loan after the bank verifies the individual members' credentials. Purposes of credit The finance to JLG is expected to be a flexible credit product addressing the credit requirements of its members including crop production, consumption, marketing and other productive purposes. The CFAs may consider cash credit, short-term loan or term loan depending upon the purpose of loan. (g) Kisan Credit Card' (KCC) means the credit delivery mechanism to meet the production credit requirements of the farmers in a timely and hassle-free manner subject to norms and guidelines in vogue in the Short Term Co-operative Credit Structure, West Bengal. The CFAs may determine the validity period of KCC and its periodic review following the circulars / norms issued by NABARD from time to time. The review may result in continuation of the facility, enhancement of the limit or cancellation of the limit / withdrawal of the facility, depending upon increase in cropping area / pattern and performance of the borrower. It is a credit support from the banking system under a single window to the farmers for their cultivation & other needs as indicated below : PART I] a. b. c. d. e. TI-EKOLI<ATAGAZETTE, EXTRAORDINARY, OCTOBER 1, 2024 To meet the short term credit requirements for cultivation of crops Post-harvest expenses Produce marketing loan Consumption requirements of farmer household 3 Working capital for maintenance of farm assets and activities allied to agriculture, like dairy, fishery etc. Investment credit requirement for agriculture and allied activities like agricultural implements, dairy animals etc. Note: The aggregate of components 'at to 'e' above will form the short term credit limit portion and the aggregate of components under 'f will form the medium/long term credit limit portion. Following shall be eligible for issuance of the KCC : i. All Farmer members of PFA-(a) Individuals / Joint borrowers who are owner cultivators, ii. Tenant Farmers, Oral Lessees & Share Croppers, iii. SHGS or Joint Liability Groups of Farmers including tenant farmers, share croppers etc. The validity period of KCC shall be primarily for 5 (five) years and it may be renewable for consecutive periods of 5 (five) years at the end of each validity period, subject to fulfilment of KYC norms and requisite documentations at PFA level. The activity status of KCC shall be categorized as : (h) (i) (j) (k) (l) Active/ Operative KCC : At least one loan transaction made during the last crop loan year (including short and other term loans). Inoperative KCC : No transaction made for a period of over one year the card was current (including short and other term loans). Dormant KCC : No transaction made during the last five years (including short and other term loans). Primary Financing Agency (PFA) means and includes all the Primary Agricultural Credit Co-operative Societies, which are primarily carrying out the business of advancing Short, Medium and Long Term Agricultural Loans to the individuals, SHGs and JLGs. Repayment Period may be the period of time that is fixed under these rules as Annexure 'A' as per the anticipated harvesting and marketing period for the crops for which a loan has been granted. Provided that in case of any crop not covered in the Annexure 'A' would be determined by the SFA in consultation with the concerned CFA/CFAS. Provided further that the SFA will be entitled to make suitable changes in respect of time schedule of disbursement and recovery of Crop Loans as set out in the Annexure 'AI to these Crop Loan Rules, if the situation warrants. Scale of Finance (SOF) for each crop shall be prepared in the meeting of respective District Level Technical Committee (DLTC) and submitted to State Level Technical Committee (SLTC) for acceptance or modification and determination of the same by circular, as provided in the Guidelines of National Bank for Agriculture and Rural Development (NABARD) and shall be ordinarily valid for a period of five (5) years provided that such Scale of Finance (SOF) shall be reviewed every year and if necessary the same shall be revised. If the Scale of Finance of any crop is not covered by the decision of the DLTC, the concerned CFA may refer the matter to the SFA for its determining the Scale of Finance for the particular crop in consultation with the SLTC for a period till the next meeting of the DLTC. Note : Scale of finance for alternative & progressive farming, like SRI, to reduce the cost of cultivation may be prepared to reduce the burden on farming and help the farmers to get higher spread on sale of produce. Short Term Co-operative Credit Structure, West Bengal (STCCS, WB) shall mean and include The West Bengal State Co-operative Bank Ltd., its Regions and the Central Co-operative Banks and their affiliated Primary Co-operative

Agricultural Credit Societies (PACS). State Financing Agency (SFA) means The West Bengal State Co-operative Bank Ltd. (m) Unless otherwise specified in these Rules :- i) Words imparting the masculine gender include the feminine Gender; ii) Words in the plural include the singular and vice-versa; iii) The word 'person' includes any association or body of persons, Corporate or otherwise. 4 3) 4) 5) TEE KOLKATA GAZETTE, EXTRAORDINARY, OCTOBER 1, 2024 [PART I iv) v) With reference to a person who is unable to write his name, the word 'Signature' shall include his thumb impression or other mark duly attested to signify his signature. Words and expressions used in these Crop Loan Rules but not defined hereinabove and defined in the 'Act' and the Rules framed thereupon, as amended from time to time, shall have the same meanings as are respectively assigned to them therein or The General Clauses Act. These Rules shall be applicable to the Short Term Co-operative Credit Structure, West Bengal (STCCS, WB) as a whole providing short-term production credit for financing Seasonal Agricultural Operations towards raising various crops. These will also be applicable to Crop Loans purveyed by the CFAs through SHGs, JLGS to the extent applicable in each case. The Primary Financing Agency shall prepare a Credit Limit Application in the prescribed format as per target fixed under Development Action Plan / Business Development Plan or any other action plan adopted by the PFA covering the total credit needs of its members, both old and new, for cultivation of crops at least 2 months before the end of the financial year, provided that the maximum credit of the member shall be determined by the Board of the PFA in such a manner as it may think fit subject to the condition that the amount of maximum credit shall not exceed the amount required by him to cultivate the total area of land proposed to be cultivated in accordance with the procedures laid in these rules. The PFAS shall also prepare Supplementary Credit Limit Application in cases of :- a) change in the Scale of Finance, b) inclusion of new members and c) change in the area of holding of cultivable land to be cultivated by any member. The PFAS will ensure coverage of all the existing members carrying on Seasonal Agricultural Operational (SAO) activities under the Credit Limit Application. The PFAS will also ensure enrolling agricultural household not yet covered under their membership as new members and prepare Credit limit for them for extending Crop Loans and other loans as per their credit needs. The Ceiling of Crop Loan per individual will be Rs.3,00,000/- (Rupees three lakh) only, taking all crop loans together on a particular day of a year (outstanding limit), even if all the sub-limits of the different crops taken together exceed such limit. KARBARNAMA (Mortgage Deed) shall be executed between the PFA and each borrower covering the borrower-wise Credit Limit as sanctioned. In cases where KARBARNAMA (Mortgage Deed) cannot be executed, a declaration may be obtained in the specified form from each borrower as per procedures laid down in Section 54 or 55 of West Bengal Co-operative Societies Act, 2006 and corresponding Rules thereof, covering the borrower-wise Credit Limit as sanctioned. Fixation of credit limit / Loan amount The credit limit under the Kisan Credit Card may be fixed as under : 5.1. All farmers other than marginal farmers: - 5.1.1. The short term limit to be arrived for the first year : for farmers raising single crop in a year: Scale of finance for the crop (as decided by State Level Technical Committee) x Extent of area cultivated + 10% of limit towards post harvest/household/consumption requirements + 20% of limit towards repairs and maintenance expenses of farm assets+crop insurance and/or accidental insurance including PAIS, life insurance, health insurance and asset insurance. There would be personal guarantee of the borrower in all cases except in the cases of financing in Joint Liability Mode where Joint and several personal Guarantees of all the members of the Group would have to be furnished. 5.1.2. Limit for second & subsequent year : a) b) If there is no SLTC Meeting during the year. First year limit for crop cultivation purpose arrived at as above plus 10% of the limit towards cost escalation may be allowed during the second year. The same methodology may be adopted for every successive year if the SLTC is not held during the particular year. If the DLTC reviews the Scale of Finance during any year and no escalation is proposed to SLTC who is of the same opinion that there is no need for escalation First year limit for crop cultivation purpose at as above plus 10% of the limit towards cost escalation / increase in scale of finance for every successive year (2nd 3rd 4th and 5th year) and estimated Term loan component for the tenure of Kisan Credit Card, i.e., five years

PART I] 5.1.3. 5.1.4. 5.1.5. 5.1.6. 5.1.7. TI-EKOLKATAGAZETTE, EXTRAORDINARY, OCTOBER 1, 2024 5 For farmers raising more than one crop in a year, the limit is to be fixed as above depending upon the crops cultivated as per proposed cropping pattern for the first year and an additional 10% of the limit towards cost escalation / increase in scale of finance for every successive year (2nd 3rd 4th and 5th year).

It is assumed that the farmer adopts the same cropping pattern for the remaining four years also. In case the cropping pattern adopted by the farmer is changed in the subsequent year, the limit may be reworked. In respect of Term loans for investments towards land development, minor irrigation, purchase of farm equipment and allied agricultural activities, the CFAs may fix the quantum of credit for term and working capital limit for agricultural and allied activities etc. based on the unit cost of the asset/s proposed to be acquired by the farmer, the allied activities already being undertaken on the farm, the banks judgment on repayment capacity vis-a-vis total loan burden devolving on the farmer, including existing loan obligations. The long term loan limit is based on the proposed investments during the five year period and the bank's perception on the repaying capacity of the farmer. Maximum Permissible Limit : The short term loan limit arrived for the 5th year plus the estimated long term loan requirement will be the Maximum Permissible Limit (VIPL) and treated as the Kisan Credit Card Limit. Fixation of Sub-limits for other than Marginal Farmers : i. ii. iii. Short term loans and term loans are governed by different interest rates. Besides, at present, short term crop loans are covered under Interest Subvention Scheme/ Prompt Repayment Incentive scheme. Further, repayment schedule and norms are different for short term and term loans. Hence, in order to have operational and accounting convenience, the card limit is to be bifurcated into separate sub limits for short term cash credit limit cum savings account and term loans. Drawing limit for short term cash credit should be fixed based on the cropping pattern and the amounts for crop production, repairs and maintenance of farm assets and consumption may be allowed to be drawn as per the convenience of the farmer. In case the revision of scale of finance for any year, finalised by the state level committee exceeds the notional hike of 10% contemplated while fixing the five year limit, a revised drawal limit may be fixed and the farmer be advised about the same. In case such revisions require the card limit itself to be enhanced (4th or 5th year), the same may be done and the farmer be so advised. For term loans, instalments may be allowed to be withdrawn based on the nature of investment and repayment schedule drawn as per the economic life of the proposed investments. It is to be ensured that at any point of time the total liability should be within the drawing limit of the concerned year. Wherever the card limit / liability, so arrived at warrants additional security, the banks may take suitable collateral as per their policy. 5.2. For Marginal Farmers : A flexible limit of Rs. 10,000 to Rs.50,000 be provided (as Flexi KCC) based on the land holding and crops grown including post-harvest warehouse storage related credit needs and other farm expenses, consumption needs, etc., plus small term loan investments like purchase of farm equipment, establishing mini dairy/backyard poultry as per assessment of Branch Manager without relating it to the value of land. The composite KCC limit is to be fixed for a period of five years on this basis. There would be personal guarantee of the borrower in all cases except in the cases of financing in Joint Liability Mode where Joint and several personal Guarantees of all the members of the Group would have to be furnished. Wherever higher limit is required due to change in cropping pattern and/or scale of finance, the limit may be arrived at as per the estimation indicated at para 5.1. 6 6) 7) 8) 9) 10) 11) 12) TæKOLKATAGAZEITE, EXTRAORDINARY, OCTOBER 1, 2024 [PART I Advances up to Rs. 3.0 lakh against pledge/hypothecation of agricultural produce (including warehouse receipts) for a period not exceeding 6 months, irrespective of whether the farmers were given crop loans for raising the produce or not, will be considered as Agricultural Loan, Direct Finance and be extended through KCC. In this connection the extant law for maximum hoarding is required to be maintained. Loans to distressed farmers indebted to non-institutional lenders, against appropriate collateral or group security shall also be considered as Agricultural Loan, Direct Finance and be extended through KCC. Interest Subvention/Incentive for prompt repayment as advised by Government of India and / or the State Government. The CFAs will make the farmers aware of this facility. The PFAS will take the responsibility of uploading farmer's data and claim data in respect of both interest subvention(IS) and Prompt Repayment Incentive (PRI) in portal of Govt of India for this purpose and the Bank will approve the IS claim first and then the PRI claim. Besides the mandatory crop insurance, the KCC holder shall have the option to take benefit of Assets Insurance, Personal Accident Insurance Scheme (PAIS), Life Insurance and Health Insurance (wherever product is available) and have premium paid through his KCC account. Necessary premium will have to be paid on the basis of agreed ratio between CFA and farmer to the insurance companies from KCC accounts. Farmer beneficiaries should be made aware of the insurance cover available and their consent (except in case of crop insurance, it being mandatory) is to be obtained, at the application stage itself. The Credit Limit Application of each individual or joint KCC holder shall be

submitted by the Primary Financing Agency in a composite form in a prescribed format, either in physical format or in e-filing format with the recommendations of the Area Supervisor of the Central Financing Agency and the Block Inspector of Co-operative Societies within the time limit as stipulated herein below. PFA shall recommend Credit Limit for any individual or joint KCC holder for sanction by CFA but loan shall not be disbursed by PFA unless overdue has been repaid in full. The SFA and the CFAs will be at liberty to formulate and fix up their loaning procedures and norms in conformity with these Crop Loan Rules. At the time of appraisal of credit limits for intending borrower members of PFA, credit scores available at Credit Information Companies (CICS) for those borrower members may be considered by CFA (as per policy approved by Board of Directors) and credit history along with personal data available for the borrowers may also be uploaded in the portal of CICS. Processing charges may be charged on actual basis. 13) The credit limit sanctioned shall remain valid for a period of 5 years and in case of any upward change in Scale of Finance the Primary Financing Agency may apply for sanction of additional amount to meet the increased requirements. The PFA will be required to obtain in this case individual / Joint Application from the concerned members for additional financial accommodation, and also to complete the required documentation formalities in due course before drawal of fund as per the increased Scale of Finance. 14) One time documentation at the time of first year of loan and thereafter simple declaration (about crops raised / proposed) by farmer from the second year onwards. Members of PFA shall furnish following documents for the purpose of availing loans from PFA : 0 KYC - mandatory for all types of KCC holders at the time of issuance of KCC. This includes passport size photo, mobile number, copy of Aadhaar Card (mandatory for availing benefits of Interest Subvention Scheme) and Electronic Photo Identity Card (EPIC) (mandatory for uploading farmers' details to Bangla Shasya Bima portal). PAN is mandatory for withdrawal of amount Rs 50,000/- and above in a single transaction. PFA shall make necessary effort for updating KYC documents time to time as per prevailing guidelines in this aspect. Copy of Record of Land (mandatory for those who intend to avail credit limits as per existing SOF). Declaration under Section 54 or 55 of WBCS Act, 2006 as the case may be

PART I] EXTRAORDINARY, OCTOBER 1, 2024 7 15) The Crop Loan Year will be reckoned from the 1st April of a year to the 31st March next, and every effort shall be made by all concerned to complete the formalities well ahead to ensure timely flow of credit at all levels. The STCCS, WB would follow the following Time Schedule in the matter of receipt, preparation and submission of Credit Limit Applications and sanction of Credit Limits : (a) Submission of Credit Limit Application by PFA to CFA by January-end. (b) Sanction of Credit Limits by CFA in favour of the PFAS - by February-end. (c) Submission of Credit Limit (Refinance) Application by CFAs to the SFA by March-end. (d) Submission of Credit Limit (Refinance) Application by the SFA to NABARI by April-end. 16) The Primary Financing Agency shall obtain loan bond and other documents from the borrower members in duplicate and will submit one copy to the concerned branch of the CFA and will hold the same as a custodian of the bank and submit a declaration in a prescribed format to that effect. 17) The short term component of the KCC limit is in the nature of revolving cash credit facility. There should be no restriction on the number of debits and credits. The drawing limit for the current season/ year could be allowed to be drawn using any of the following delivery channels : (b) (c) (d) Operations through branch Operations using Cheque facility Withdrawal through Rupay Kishan Cards / Aadhaar enabled Rupay Kishan Cards designed by the National Payments Corporation of India (NPCI) from the POS / Micro ATM of the PACS or ATM of any other bank; Mobile Banking with IMPS capabilities/IVR /Aadhaar enabled Cards. Operations through PACS acting as ultra-thin branches. PFA should seek Refinance from CFA within one month from the date of disbursement of loans to its members, if RuPay Kisan Cards / Aadhaar enabled Kishan Cards designed by the NPCI and operated through PACS acting as ultra-thin branches using POS / Micro ATM or any other device approved by the NPCI is not in operation in that particular PFA. Mobile Banking/Other Channels : Provide Mobile banking functionality for KCC Cards / Accounts as well along with Interbank Mobile Payment Service (IVIPS of NPCI) capability to allow customers to use this inter operable Ilv1PS for ftns transfer between banks and also to do merchant payment transactions as additional capability for purchases of agricultural inputs. This mobile banking should ideally be on Unstructured Supplementary Data (USSD) platform for wider and safer acceptance. However, the banks can also offer this on other fully encrypted modes (application based or SMS based) to make use of the recent relaxation on transaction limits. Banks can also offer unencrypted mobile banking subject to RBI regulations on transaction limits. It is necessary

that Mobile based transaction platforms enabling transactions in the KCC use easy to use SMS based solution with authentication thru' IV'IPIN. Such solutions also need to be enabled on IVR in local language to ensure transparency and security. Such mobile based payment systems should be encouraged by all the banks by creating awareness and by doing proper customer education. With the existing infrastructure available with banks, all KCC holders should be provided with any one or a combination of the following types of cards : 0 Debit cards (magnetic stripe card with PIN) enabling farmers to operate the limit through all banks ATMs / Micro ATMs Debit Cards with magnetic stripe and biometric authentication. Smart cards for doing transactions through POS machines held by Business Correspondents, input dealers, traders and Mandies. EMV compliant chip cards with magnetic stripe and pin with ISO IN. 8 THE KOLKATA GAZETIE, EXTRAORDINARY, OCTOBER 1, 2024 [PART I In addition, the banks having a call centre / Inter active Voice Response (IVR), may provide SMS based mobile banking with a call back facility from bank for mobile PIN (MPIN) verification through IVR, thus making a secured SMS based mobile banking facility available to card holders. 18) Any Core Banking System (CBS) enabled branch of the CFAs may issue the Kisan Credit Cards to the eligible members of the PACS in the form of RuPay Kisan Cards / Aadhaar enabled RuPay Kisan Cards designed by the NPCI that may be operated through PACS acting as ultra-thin branches using POS / Micro ATM or any other device approved by the NPCI. In such cases the interest margins as it may be determined by the SFA in consultation with the CFAS would be passed on to the account of the concerned PACS maintained at the Branches of the CFAs after recovery of the Cash Credit Loan or the Term Loan as the case may be. Note : As the CC limit and the term loan limit are two distinct components of the aggregate card limit bearing different rates of interest and repayment periods, until a composite card could be issued with appropriate software to separately account transactions in either sub limits, two separate electronic cards may be issued. 19) The SFA may also issue loans directly to the PFAS where there is no CFA or with the consent of CFA in cases where the CFA is not in a position to advance loans to PFAS for Seasonal Agricultural Operation subject to its bye-laws and norms framed by the SFA for the purpose. 20) The CFAs may provide loans to a co-operative farming society which has been organized by vesting of all the lands of the members in the society and such society shall be eligible for a loan up to its total number of members on the basis of limit fixed for an individual member as provided in the Crop Loan Rules herein. 21) The CFAs may provide loans to co-operative farming society which has been organized by vesting of all the lands of the members in the society and such society shall be eligible for loan for its members on the basis of the limit fixed for each individual member as provided in these Crop Loan Rules considering the general financial status and credit-worthiness under the following terms and conditions— a) The owners of the land shall create a charge upon land or such interest or such portion thereof as may be specified in the declaration creating the charge in favour of the society on a pro-rata basis of the area of lands pooled by each. b) The society shall authorise the CFA, if necessary, by amending its bye laws to file dispute as per Act and/or take other legal actions in case of default. 22) The Central Financing Agency shall be competent to draw upon the credit limit with the State Financing Agency any number of times within the year to which it relates, provided that, at the time of such drawing their total borrowings from the State Financing Agency are covered by the non-overdue outstanding realisable from their affiliated Primary Financing Agencies unless the State Financing Agency permits drawal in special circumstances, after considering the past performance of the Central Financing Agency in the matter of repayment and its financial position as a whole. 23) During the transition phase of issuance of Credit Limit Application of each individual or joint KCC holder by the Primary Financing Agency in a composite form in a prescribed format, either in physical format or in e-filing format and availing withdrawal facility by the individual farmers using Rupay Kishan Cards/Aadhaar enabled Rupay Kishan Cards designed by the NPCI that may be operated through PACS acting as ultra-thin branches using POS / Micro ATM or any other device approved by the NPCI, or ATM of any other bank, the Primary Financing Agency shall be competent to apply for drawal upon the credit limit sanctioned and fixed by the Central Financing Agency. For the purpose of drawal, the Primary Financing Agency shall apply in respect of its non-defaulting members as well as for the new members for whom credit limits have been sanctioned for the purpose. The loans drawn against a particular borrower shall be disbursed to him and no diversion will be allowed and the un-disbursed amount shall have to be refunded to the CFA within 3 (three) days, provided that no subsequent drawal PART I] TÆEKOLKATAGAZETTE, EXTRAORDINARY, OCTOBER 1, 2024 9 shall be allowed unless the

disbursement statement duly certified by the Chairman, Secretary and the Manager of the Primary Financing Agency is furnished to the Central Financing Agency, duly countersigned by the Area Supervisor of the CFA. Other modalities as well as documentation and maintenance of the securities as endorsed in the 'Crop Loan Rules for STCCS, WB-2013' would continue during such intervening period. Provided further that PFA wise CA/OD loan account is to be created by CFA through which PFA can hold a certain limit of balance to be disbursed through micro ATM channel using RuPay KCC. The said limit shall be fixed by the concerned CFA. The OD balance will be charged at existing rate of interest for SB A/C and penal interest of one percent over the existing rate of interest for SB A/c shall be charged on the outstanding balance of CA/OD loan account for the period of time beyond the permissible time frame for which such balance has been held. 24) 25) 26) 27) 28) When the CFA has granted extension and/or re-schedule the period of repayment after due approval from the Government on account of natural calamities affecting the farmer, the period for reckoning the status of operations as satisfactory or otherwise would get extended together with the extended amount of limit. When the proposed extension is beyond one crop season, the aggregate of debits for which extension is granted is to be transferred to a separate term loan account with stipulation for repayment in instalments. The term loan component will be normally repayable within a period of 5 years depending on the type of activity/investment as per the existing guidelines applicable for investment credit. Financing banks at their discretion may provide longer repayment period for term loan depending on the type of investment. In case the farmer applies for loan against the warehouse receipt of his produce; the banks would consider such requests as per the established procedure and guidelines. However, when such loans are sanctioned, these should be linked with the crop loan account, if any and the crop loan outstanding in the account could be settled at the stage of disbursal of the pledge loan, if the farmer desires. Cash in transit insurance : It shall be compulsory for all the CFAs and the PFAs engaged in the distribution and collection of crop loans to cover all the cash in safe, cash in vault and cash-in-transit by taking out appropriate insurance policy in order to avoid any loss of money. Supervision : a) b) c) d) e) f) g) The functionaries and Board of the PFA would be duty-bound to persuade each and every loanee member of their society to repay the loan in due time for their own interest and in the interest of the co-operative movement on a whole. The CFAs and the PFAs shall submit such statements and returns as may be asked by the SFA and NABARD. The authorised officer of the SFA shall be allowed access to all the books of accounts and other records of the CFAs and the PFAs; likewise authorised officer/area supervisor of the CFA shall be allowed access to all the books of accounts and other records of the PFAS from time to time. PFAS shall ensure that the recovery amount of crop loan from the members would be deposited to the CFA within three days from the date of collection till the new system is introduced. PFAS shall fix the realistic cash retention limit and ensure that it is never exceeded under any circumstances till the new system is introduced. If security is endangered, in that case the disbursement can be temporarily stopped. PFA shall be bound to submit crop wise overdue / defaulter member details in CFA's prescribed format within 15 days from the last date of repayment for each crop loan. PFA shall ensure deposit of entire loan amount recovered from members, failing which CFA may stop further finance to the PFA and approach the appropriate authority as per provision of Section 141 (d) of West Bengal Co-operative Societies Act, 2006 and initiate other legal measures for recovery of the diversion 10 KOLKATA GAZETTE, EXTRAORDINARY, OCTOBER 1, 2024 [PART I 29) Security : a) b) c) d) e) f) g) Security will be applicable as per RBI / NABARD guidelines prescribed from time to time. Security requirement may be as under : i) ii) iii) iv) v) Hypothecation of crops up to card limit of Rs. 1.60 lakh as per the extant RBI/NABARDI) guidelines. The Banks may decide margin requirement for agricultural loans above the amount of Rs. 1.60 lakh. With tie-up for recovery : Banks may consider sanctioning loans on hypothecation of crops up to card limit of Rs.3.00 lakh without insisting on collateral security. Collateral security may be obtained at the discretion of Bank for loan limits above Rs. 1.60 lakh in case of non-tie-up and above Rs.3.00 lakh in case of tie-up advances. In the districts where CFAs have the facility of on-line creation of charge on the land records, the same shall be ensured. Mortgage of arable land would be taken to the extent required depending upon the notional value of land mortgaged charged which would be for the time being Rs. 2,00,000/-(Rupees two lac) per acre for all sorts of arable land throughout West Bengal, except in the places such arable land have a lesser value due to its geographical situation subject to the minimum valuation Rs (Rupees One Lac) per acre. However, the borrower members would be required to furnish an undertaking to the effect that no portion of arable land for which

crop loan has been received would be alienated/encumbered elsewhere without prior written permission of the PFA and the CFA. In cases where KARBARNAMA (Mortgage Deed) cannot be made, a declaration may be obtained in the specified form from each borrower as per procedures laid down in Section 54 or 55 of West Bengal Co-operative Societies Act, 2006 and corresponding Rules thereof. To facilitate legal action the borrowing PFAs shall authorise the CFAs, by appropriate amendment of the bye laws, where necessary, to file dispute cases and /or to take other legal steps including distraint of standing crops against the defaulting members. All declarations of charge and other loan documents shall be kept in safe custody of the branches of the CFAs till the loan is repaid in full. In all cases the members of PFAS shall have to maintain a share linkage of 1:20. In all cases PFAS shall have to maintain a share linkage of 1 :20 with CFAs. In all cases CFAs shall have to maintain a share linkage of 1 :30 with the SFA. 30) Calculation of Demand and Rate of Interest : a) b) c) d) e) Demand in KCC loan account in a particular year shall be calculated as per seasonality of repayment for different crops. The interest on KCC account will be calculated and realised in half yearly rests in March and September each year without any compounding effect. The extant rule of the Reserve Bank of India of charging / compounding of interest on agricultural advances linked to crop seasons will be followed. In respect of direct agricultural advances, CFAs shall not compound the interest in the case of current dues of the cash credit component of the KCC loan, as the agriculturists do not have any regular source of income other than sale proceeds of their crops. When cash credit component of the KCC loan becomes overdue, financing agencies, both PFA and CFA can add interest to the principal at half yearly rests in March and September each year. The CFAs shall charge interest on agricultural advances in respect of long duration crops, at annual rests instead of half-yearly rests, and could compound the interest, if the loan/instalment becomes overdue

PART I] f) g) THE KOLKATA GAZETTE, EXTRAORDINARY, OCTOBER 1, 2024 11 Penal interests shall be levied for reasons such as default in repayment as prescribed by the SFA in conformity with the RBINABARD guidelines. No service charges/inspection charges should be levied on KCC loan limit up to Rs. 50,000/-. For loan limit above Rs. 50,000/- the CFAs will be free to prescribe service charges. 31) Classification of account as NPA : The extant prudential norms of RBI/NABARI) for income recognition, asset- classification and provisioning will continue to apply for loans granted under revised KCC Scheme. 32) Repeal and savings : As and when the present Crop loan Rules will come into effect Crop Loan Rules-2013 shall stand repealed, if not otherwise mentioned. Notwithstanding such repeal, anything done or suffered or any action taken including any suit or proceeding commenced, any dispute decided and any right or title accrued under the earlier Crop Loan Rules, shall be deemed to have been done or suffered or taken under these Crop Loan Rules as if these Crop Loan Rules were in force at all material times when such thing was done or suffered or such action was taken. No. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 Name of the Crop Aus Paddy Aman Paddy Maize Maskalai a) Betel Leaves (Bangla pati) b) Betel Leaves (Mitha pati) Jute Jute Potato (Other than Darjeeling Area) Potato (Winter) Darjeeling Area Potato (Summer) Darjeeling Area Squash Cauliflower (Darjeeling District) Cauliflower (Other than Darjeeling District) Kankrole Onion Banana Brinjal (Kharif) (Rabi) Tomato Other Vegetables (Pre-Summer) (Other than Darjeeling) Other Vegetables (Summer) (Other than Darjeeling) Annexure-A Seasonality For Investment/ Leading at the PFA Level as well as at the CFA level 1st April to 3 1st May 1st April to 30th September 1st April to 15th September 1st April to 15th September a) 1st March to 31st August b) 1st October to 31st August 1st Feb to 15th August 1st September to 3 1st January 1st September to 30th January 1st April to 3 1st July 1st December to 3 1st January 1st June to 3 August 1st December to 3 1st January 1st August to 3 1st October 1st January to 3 1st March 1st October to 3 1st December 1st April to 3 1st July 1st June to 30th September 1st October to 3 1st March 1st August to 3 1st December 1st January to 3 1st March 1st April to 30th June Last Date of Repayment at the PFA Level as well as at the CFA Level 3 1st December 3 1st March Next Year 3 1st March Next Year 3 1st March Next Year a) 3 1st March Next Year b) 3 1st March Next Year 3 1st December 3 August 3 1st March 3 March 3 1st December 31st May February End 31 November 30th June 3 1st March Next 3 1st March Next 30th June 3 1st March 30th June 30th September 12 Sl. No. 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 TIE KOLKATA GAZEITE, EXTRAORDINARY, OCTOBER 1, 2024 [PART I Name of the Crop Other Vegetables (Rainy) (Other than Darjeeling) Other Vegetables (Winter) (Other than Darjeeling) Marigold Jasmine Gladioli Tube Rose (Rajanigandha) Rose Sunflower Mustard Rapeseed Gram Masur Mung Arhar Linseed Til Ground Nut Arum Elephant-food

Ginger Boro Paddy Tobacco Wheat Large Cardamom (Darjeeling District) Tunt (Baisakhi/Ashari/Bhaduri) Tunt (Aghrani/Falguni) Green Tea-leaves Chilli Watermelon Turmeric Pineapple Sugarcane Cabbage (Darjeeling) Beans (Darjeeling) Kharif Seasonality For Investment/ Leading at the PFA Level as well as at the CFA level 1st July to 30th September 1st October to 31st December 1st April to December End 1st November to 3 1st December 1st April to 3 1st July 1st April to 3 1st May 1st August to 3 1st October 1st December to 31st January 1st October to 31st December 1st October to 3 1st December 1st October to 3 1st December 1st October to 3 December 1st October to 3 1st December 1st October to 3 1st December 1st October to 31st December 1st October to 3 1st March 1st January to February end 1st February to 15th May 1st November to 3 1st March next 1st February to 3 1st May 1st October to March end next 1st September to 3 January 1st October to 3 1st December 1st June to 3 1st August 1st May to 3 1st July 1st October to February end 1st December to February end 1st January to 3 1st March 1st December to 3 1st January Next 1st April to 15th August 1st October to 15th March 1st October to 3 1st March next 1st April to 3 1st December 1st April to 3 1st May Last Date of Repayment at the PFA Level as well as at the CFA Level 3 1st December 3 1st March Next 3 March 30th June 3 March 3 1st December 3 March 3 July 30th June 30th June 30th June 30th June 30th June 30th June 30th June 30th September 30th June 30th November 3 1st October Next 3 1st January next 30th September 30th June 30th June 31 December 3 1st December 30th June 3 1st October 30th September 3 1st July 3 1st March next 30th September 3 1st March Next year 3 1st March 30th September PART 1] No. 55 56 57 58 59 THE KOLKATA GAZETTE, EXTRAORDINARY, OCTOBER 1, 2024 13 Name of the Crop Beans (Darjeeling) Winter Peas (Darjeeling) Radish (Darjeeling) Carrot (Darjeeling) Soya beans (Darjeeling) Seasonality For Investment/ Leading at the PFA Level as well as at the CFA level 1st November to 3 1st January next 1st August to 30th September 1st July to 31st December 1st July to 31st December 1st October to 3 1st December Last Date of Repayment at the PFA Level as well as at the CFA Level 30th April 3 1st January 30th April 30th April 3 1 March Next Year By order of the Governor, DR. KRISHNA GUPTA Additional Chief Secretary to the Government of West Bengal Published by Cooperation Department, West Bengal and printed at Saraswati Press Ltd. (Government of West Bengal Enterprise), Kolkata 700 056.