

UNDERTAKING

To be obtained from Bank/DFI under
SMALL ENTERPRISES (SE) FINANCING AND CREDIT GUARANTEE SCHEME FOR SPECIAL PERSONS

(to be submitted by the bank/ DFI and stamped in accordance with the law in force in each
province)

Place: _____

Date : _____

The Chief Manager,
SBP BSC (Bank),
_____ (City)

Dear Sir/ Madam,

1. This is in reference to IH&SMEFD Letter No. _____ dated _____. Under Section 17 (2) (d) read with section 22 of State Bank of Pakistan Act, 1956, refinance of Rs _____ (Rupees _____) has been made available to us under State Bank of Pakistan's Small Enterprises (SE) Financing and Credit Guarantee Scheme for Special Persons for ____ years. Against this refinance facility, we _____ concerned bank/DFI _____ have delivered to you a Demand Promissory Note made by us in your favor.
2. We do hereby agree to the following terms and conditions:
 - (a) We shall pay/ repay the principal or mark-up amount of refinance and any other charges/ penalty thereon to you in accordance with the agreed repayment dates. In no case, our liability to pay/ repay you the principal amount of refinance or mark up or any other charges or penalty thereon shall be dependent upon the recovery from the borrowers nor shall our liability be affected by any default on the part of the borrowers.
 - (b) As security for the said refinance, we shall deliver to you, demand promissory note made by us in your favor, as are acceptable to you and drawn on and payable in Pakistan, arising out of bonafide finance provided by us to our borrowers, eligible for financing as per criteria spelt out in Small Enterprises (SE) Financing and Credit Guarantee Scheme For Special persons.
 - (c) Maximum rate of mark-up to be charged by us from the borrowers shall not exceed ____% p.a.
 - (d) Service charges shall be payable by us to you on quarterly basis on 31st March, 30th June, 30th September and 31st December each year or on maturity of the financing made to the borrower. Where the above-scheduled date falls on a public/ weekly holiday, we shall make payment of the due amount of service charges on next working day after such due date. You are hereby authorized to deduct the amount of service charges, without seeking any debit authority from us, by charging the same to our current account with you in case we fail to make payment on the due date, as required under the Scheme. You shall also be entitled to charge fine on us, at a rate specified in the Scheme from time to time, on our failure to make payment whether on account of inadequate balance in our account or otherwise.
 - (e) We agree that on default of repayment by us on any promissory note tendered under this Undertaking, you have our authority to debit without further reference to us, all of our accounts now held or held hereafter or adjust any amounts worth which may, howsoever,

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become due from you or come into your possession or control to the extent of the amount due from us under any such promissory note or in terms of the clauses referred herein before or otherwise under this agreement.

- (f) Maximum amount of refinance that you shall provide to us in the case of each borrower financed by us would be equal to the amount actually disbursed by us under the Scheme.
- (g) The Demand Promissory Note (notice of dishonor of which Promissory Note is hereby waived in terms of Section 98 of Negotiable Instrument Act, 1881) furnished by us with this Undertaking shall, notwithstanding the existence of a credit balance at any time or any partial payments or fluctuations of accounts or withdrawal of any part of this security, be a continuing security for repayment of all sums due or found due under this Undertaking, along-with service charges due thereon to you, and all costs, charges or expenses, which you may be entitled under the law to recover from us.
- (h) We undertake that we shall not extend finance to any party/ borrower unless we are satisfied that all parties/ borrowers liable there-under are financially sound and credit worthy.
- (i) We shall neither sanction nor permit any of our customers to use the finances for any purpose other than those prescribed under the Scheme. Any finances provided by us under this Scheme shall be subject to the terms of our internal policy. Further, we shall obtain a declaration from our borrowers to the effect that they shall not utilize the finances or any part thereof except for the purpose spelt out in the Scheme.
- (j) No financial assistance shall be given by us to any of our Directors or to any company, firm or group or association or project in which any of our Director is interested either directly or indirectly except in financial assistance against tangible security which will be provided with the approval of the majority of our Directors, excluding the Director concerned.
- (k) We shall ascertain the genuineness of signatures as well as authority of all persons to whom the finances will be provided under the Scheme and that those persons are not classified as doubtful/ loss.
- (l) We undertake to take, at our expense, all steps as may be necessary to realize the money from our customers under the Scheme.
- (m) We shall hold upon trust securities/ security documents presently held by us or which may be obtained by us from our customers to whom finance is made available under this Scheme, as security for due repayment of finance with return/ profit thereon. Further, on your demand, we undertake to assign to you all such securities and secured documents.
- (n) In addition to the preceding clauses, we agree that as and when you demand, we shall create valid legal charge on any or all of our assets as may be demanded by you.
- (o) We expressly understand that you are entitled to cancel or recall or advance the date of repayment of this finance at any time and for any reasons without any prior notice to us and that you are not obliged to provide any finance to us any time and for any reason against this Scheme. By executing a promissory note in your favor or by providing finance to any customer on the faith of this Undertaking, we shall acquire no right or claim to demand finance from you under this Scheme. We also expressly agree that you have the sole right to vary, amend,

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alter or add to the terms and conditions of the Scheme without any reference to us and we agree to invariably comply with the same.

- (p) We agree that notwithstanding anything contained elsewhere in this Undertaking, the amount of this finance along-with service charges will become due and payable, if we commit breach of any of the clauses of this Undertaking.
- (q) No indulgence or delay in exercising any of your rights hereunder shall be deemed a waiver of any right and no waiver of any of your right hereunder shall be construed as a waiver of any other rights you may have.

Yours faithfully,

Authorized Signature with seal for
Bank/DFI

Authorized Signature with seal for
Bank/DFI

Witnesses:

1. _____

2. _____

DEMAND PROMISSORY NOTE *

to be submitted by Bank/DFI

Place: _____

Date: _____

Rs. : _____

On demand, we (name of the Bank/DFI) promise to pay to the State Bank of Pakistan, Banking Services Corporation, (City) or order the sum of Rs. _____ (Rupees _____ only) for value received plus service charges @ _____ % p.a. plus fines and charges determined by State Bank of Pakistan for re-financing under Small Enterprises (SE) Financing and Credit Guarantee Scheme for Special Persons.

(Authorized signature of the Bank/ DFI)
(Name & Seal)

* To be stamped in accordance with the law in force in each Province.

Witnesses:

1. _____

2. _____

REFINANCE APPLICATION FORM

to be submitted by the Bank/DFI under
SMALL ENTERPRISES (SE) FINANCING AND CREDIT GUARANTEE SCHEME FOR SPECIAL PERSONS

The Chief Manager,
SBP BSC (Bank),
_____ (City)

Date: _____

Dear Sir/Madam,

**REQUEST FOR RELEASE OF REFINANCE
FACILITIES UNDER THE CAPTIONED SCHEME**

1. With reference to the letter No. _____ dated _____ issued by the IH&SME Finance Department of State Bank of Pakistan conveying the availability of funds under the Scheme; we submit herewith application for refinance facility amounting to Rs. (sum of current applications), (Rupees _____ only) against the finance disbursed by us under Small Enterprises (SE) Financing and Credit Guarantee Scheme for Special Persons to our borrower as per particulars given below:

Name of borrower/ business		
Business address of the borrower		
District		
Nature of business activity		
Particulars of finance as per Financing Agreement executed by bank/ DFI with the borrower	Amount	
	Date of agreement	
	Mark-up rate	
Date of disbursement		
Period for which financing extended		
Due date of repayment of finance		
Purpose of financing		

2. We certify that the details of the contract(s) finalized by the borrower/ sponsor (s) mentioned above and the payments made by us to them against the aforesaid contract(s) have been placed in our record and shall be invariably provided to the inspection team(s) of SBP during the inspection of our bank/ DFI.

3. We have already submitted/ submit herewith the securities documents required under the captioned Scheme for the purpose of availing refinance, to the extent of the amount mentioned in IH&SME Finance Department's letter referred to above, to your office vide our letter No. _____ dated _____. We hereby request you to provide refinance of Rs. _____ (Rupees _____ only) and credit our Current Account with you.

4. We hereby certify that:-

- i) the terms & conditions as stipulated in the captioned Scheme have been complied with;
- ii) all the requirements of the Scheme including those at (iii) below have been fully met;
- iii) the eligibility of borrower and the purpose of financing has been properly determined by us in accordance with the prescribed criteria/ conditions set out in the Scheme in force on the date of the Financing Agreement/ Undertaking.

5. We understand that the IH&SME Finance Department, State Bank of Pakistan has right to appoint independent consultants to verify cases of refinance and agree to reimburse the cost so incurred in case the report of consultants indicates any irregularities on our part. We also agree to immediately pay back any amount of refinance disbursed to us by the State Bank on the basis of this application if the State Bank subsequently concludes that such refinance was wrongfully claimed and also pay fine on such finance @ paisa 60 per day per Rs 1,000 or part thereof, or such other rate as may be announced by the State Bank from time to time, for the period for which such finance is availed by us.

6. We also undertake that in case irregularities are found to have been committed by the borrower due to negligence of our officials/ staff to ensure compliance of the same or that such irregularities have been made by the borrower with the involvement of our officials/ staff, besides taking appropriate action against our staff under our staff regulations or code of conduct, we shall indemnify and agree to indemnify and save harmless the State Bank against any claims, actions, costs, losses and expenses that it may incur due to litigation or otherwise on account of recovery of amount of refinance and the fine thereof for availing of refinance to which we/ they were not entitled otherwise.

7. We hereby also authorize SBP BSC to recover the full or remaining outstanding amount of refinance along-with mark up and fines, if any, from any monies held in our account or on our behalf in case the amount(s) falling due is not repaid by us on the due date agreed to by us.

Yours faithfully,

(Authorized Signature with
name and designation)

(Authorized Signature with
name and designation)

BORROWER'S UNDERTAKING

SMALL ENTERPRISES (SE) FINANCING AND CREDIT GUARANTEE SCHEME FOR SPECIAL PERSONS
(to be stamped as an agreement in accordance with the law in force in each province)

Place: _____

Date: _____

The Manager,

_____ Bank Limited/DFI,
_____ Branch,
_____ (CITY)

Dear Sir/ Madam,

1. I/ we do hereby certify and confirm that a finance of Rs. _____, (Rupees _____ only) has been allowed to me/us by you under Small Enterprises (SE) Financing and Credit Guarantee Scheme for Special Persons of the State Bank of Pakistan on service charges basis @ _____ % p.a.
2. I/ we further confirm and undertake that the aforesaid finance will be/ has been obtained by me/ us as per the provisions of the Scheme under reference. Further, I/ We confirm that aforesaid finance or any part thereof shall not be utilized except for the purpose spelt out in the Scheme.
3. I/ we do certify that the finance is being obtained by me/ us against bonafide transaction and I/ we submit the requisite documents along-with this application for your consideration of extension of finance facility to us from your bank/ DFI under Refinance Scheme for Working Capital Financing of Small Enterprises and Low-End Medium Enterprises.
4. I/ we hereby confirm and agree that in the event of my/our failure to make payment on due date you have our Irrevocable Authority without reference to us, to recover from me/ us and debit my/ our Account No. _____ maintained with you along-with fine or penalty applicable to me/ us, if any, as prescribed under the Scheme. I/ we authorize the bank/ DFI to reimburse itself with the fine amount even if we have made a representation to SBP against imposition of fine under the Scheme.
5. I/ we agree that notwithstanding anything contained elsewhere in this undertaking, the amount of this finance along-with Service Charge due thereon to you will become due and payable immediately, if I/ we commit breach of any of the terms and conditions hereof.

Yours faithfully,

Authorized Signature of the Borrower

Signature verified by the authorized
Officials of branch of bank/DFI

Witnesses:

1. _____

2. _____