



Documents of SME Asaan Finance (SAAF) Scheme

Infrastructure, Housing & SME Finance Department

STATE BANK OF PAKISTAN

SAAF-I

UNDERTAKING

To be obtained from Bank under
SME ASAAN FINANCE (SAAF) SCHEME

(to be submitted by the bank 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 allocated to us under State Bank of Pakistan's SME Asaan Finance (SAAF) Scheme for _____ years. Against this refinance facility, we _____ concerned bank _____ have delivered to you a Demand Promissory Note made by us in your favour.
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 SAAF scheme.
 - (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 of each year. 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 authorised 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, become due from you or come into your possession or control to the extent of the amount

Annexure A-ii of IH&SMEFD Circular No. 09 dated August 16, 2021

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 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 accommodation shall be given by us to any of our Directors or to any other related party of the bank.
- (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 if any, 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 under this Scheme. By executing a promissory note in your favour 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, 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.

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- (p) We agree that notwithstanding anything contained elsewhere in this Undertaking, the amount of this finance along-with service charges due thereon due to you 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

Authorized Signature with seal for
Bank

Witnesses:

1. _____

2. _____

DEMAND PROMISSORY NOTE *

to be submitted by Bank

Place: _____

Date: _____

Rs. : _____

We (name of the bank) have been allocated a refinance limit of Rs _____ by State Bank of Pakistan. On demand, we promise to pay to State Bank of Pakistan, Banking Services Corporation, Karachi any amount utilized from the overall allocated limit plus service charges @ _____ % p.a. plus fines and charges determined by State Bank of Pakistan for re-financing under SME Asaan Finance (SAAF) Scheme.

(Authorized signature of the bank)
(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 under
SME ASAAN FINANCE (SAAF) SCHEME

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 SME Asaan Finance (SAAF) Scheme to our borrowers as per particulars given below:

Number of borrowers-current week	Average weekly balance on daily product basis-current week	Number of borrowers-last week	Average weekly balance on daily product basis-last week

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/ .

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 verify cases of refinance as and when required. 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

UNDER THE SME ASAAN FINANCE (SAAF) SCHEME

(to be stamped as an agreement in accordance with the law in force in each province)

Place: _____

Date: _____

The Manager,

_____ Bank Limited,
 _____ 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 SME Asaan Finance (SAAF) scheme 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 bona fide 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 under SAAF scheme.
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 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

Witnesses:

1. _____

2. _____