



To: The Borrower(s) named below

Attn: [•]

[Copy to: *the Credit Support Provider(s) named below*]

Our Ref: [•]

[Date]

Dear Madams, dear Sirs,

**Uncommitted on-demand banking facilities**

We are pleased to inform you that BNP Paribas, acting through its [*Indian city*] branch (together with its permitted transferees and assigns, "**BNPP**"), is willing to make available to you the uncommitted on-demand facility/ies set out in this letter (the "**Facility Letter**").

The standard terms and conditions available at <https://cib.bnpparibas.com/bflstandardterms> as of the date of this Facility Letter (the "**Standard Terms**") as well as the Other Trade Terms are incorporated by reference into and form an integral part of this Facility Letter. Terms not otherwise defined in this Facility Letter shall have the meanings given to them in the Standard Terms. A reference to a 'Clause', 'Schedule' or 'Appendix' herein is a clause, schedule or appendix to this Facility Letter.

**1. THE OBLIGORS**

	<i>Full legal name</i>	<i>Country of incorporation</i>	<i>Company registration number or equivalent</i>	<i>Registered address</i>
<b>Borrower 1</b>	[xxx]	[xxx]	[xxx]	[xxx]
<b>Borrower 2</b>	[xxx]	[xxx]	[xxx]	[xxx]
	(the " <b>Borrower(s)</b> " and each a " <b>Borrower</b> ")			
<b>[Guarantor / Security / Support Provider]</b>	[xxx]	[xxx]	[xxx]	[xxx]
	(the " <b>Credit Support Provider(s)</b> ")			
<b>Obligor(s)</b>	The Borrower(s) and the Credit Support Provider(s), each an " <b>Obligor</b> " and collectively the " <b>Obligors</b> ".			

**2. THE FACILITY/IES**

a) The facility/ies offered to the/each Borrower(s) (separately or collectively, the "**Facility**") and the fees, interest, commission and maturity date(s) applicable to each Facility are set out in the table(s) appearing in Schedule 1 (the "**Table**"). The Facility



will be available only after the conditions precedent set out in the checklist separately circulated to you have been fulfilled in form and substance to the satisfaction of BNPP.

- b) Notwithstanding any other provision of the Facility Documents, each Facility is an uncommitted and an on-demand facility. On this basis, BNPP may at its sole discretion refuse any request for a Drawing, declare all or any part of the Facility to be due and payable at any time and demand immediate repayment thereof in accordance with clause 5 (*Right of Review*) of the Standard Terms.
- c) Each individual Facility is offered in the amount as set out in the Table. At no time shall the aggregate Drawings under the Facility exceed the Total Facility Limit set out in the Table and at no time shall the aggregate Drawings under an individual Facility exceed any applicable Individual Facility Limit or group facility limit specified in the Table.
- d) Unless otherwise stated in the Table, the Borrower(s) shall apply all amounts borrowed under the Facility towards the general corporate and working capital purposes of the Borrower(s).
- e) *[Additional clauses relating to method and process of utilization to be inserted, based on specific facilities being sanctioned]*
- f) Interest periods under [insert relevant facility] and in respect of any other funded Drawings under the Facility shall be for 1 month or such other period as BNPP may agree (each an "**Interest Period**"). No Interest Period shall exceed any relevant repayment dates as set out in the Table or as otherwise agreed by BNPP.
- g) *[Additional clauses relating to interest payments to be inserted, based on specific facilities being sanctioned]*
- h) An annual renewal fee in an amount to be determined by BNPP in accordance with its prevailing rates and charges from time to time is payable on the annual renewal of the Facility (or any part thereof).

### **3. REPAYMENT AND PREPAYMENT**

- a) Without prejudice to the on-demand nature of the Facility pursuant to clause 5 (*Right of Review*) of the Standard Terms, the (relevant) Borrower(s) must repay [insert relevant facility] in full on [Insert repayment terms].
- b) [Subject to the provisions of the Facility Letter, any part of [insert relevant facility] which is prepaid may be reborrowed.]
- c) *[Insert prepayment provisions, as applicable, to the relevant facilities. Prepayments may be subject to Break Costs and prepayment charge]*
- d) *[Insert rollover provisions, if relevant and applicable].*

### **4. SECURITY/SUPPORT**

- a) The Facility and all amounts owing to BNPP are to be secured and/or guaranteed by *[insert details of security provided]*.







- b) The/Each Borrower shall (and shall procure that each Credit Support Provider shall) do all such acts and execute all such documents as may be requested by BNPP to perfect the security created or expressed to be created under each security document details of which appear above (including effecting all required registrations and sending all required notices) and to grant to BNPP security over assets of that Borrower and/or Credit Support Provider located in any jurisdiction equivalent or similar to the security intended to be created under each such security document.

**5. REPRESENTATIONS AND UNDERTAKINGS**

On the Acceptance Date and for so long as the Facility is in place, the/each Borrower:

- a) makes the representations and warranties set out in clause 9 of the Standard Terms and the additional representations and warranties set out in Part 1 of Schedule 2 to BNPP; and
- b) gives the undertakings as set out in clause 10 of the Standard Terms and the additional undertakings in Part 2 of Schedule 2 to BNPP.

**6. MISCELLANEOUS**

- a) All notices must be in writing and delivered to the relevant address of the Borrower(s) and BNPP set out below:

	Address	Fax	Email	Attention of
<b>BNPP</b>	[xxx]	[xxx]	[xxx]	[xxx]
<b>Borrower(s)</b>	[xxx]	[xxx]	[xxx]	[xxx]

- b) This Facility Letter and the Standard Terms shall be governed by and construed in accordance with the laws of India. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts and tribunals of *[Insert city of lending branch]*.
- c) Notwithstanding any other terms of this Facility Letter, in the event that from time to time there is an addition of any new Facility under this Facility Letter or an increase in the facility amount or any other change to the scope, terms or nature of the Facility (the "**Facility Variation**") on a temporary, ad-hoc or permanent basis (which BNPP



may, in its absolute discretion, refuse or allow), the terms and conditions of this Facility Letter and the Standard Terms shall apply to such Facility Variation, unless otherwise advised in writing by BNPP. The/Each Borrower confirms that it is authorised and has the capacity to make any such Facility Variation request and that BNPP may rely and act on any Facility Variation request.

**{User note: Insert the paragraph immediately below only if there are multiple Borrowers and you have been informed that each Borrower should be liable (jointly and severally) for any amounts payable under the facility documentation.}**

- d) *[Insert if relevant – The Borrowers are jointly and severally liable for any amounts payable under any Facility Document and unless expressly otherwise stated, all the terms, representations, warranties and undertakings in the Facility Documents shall apply to each of the Borrowers jointly and severally.]*
- e) In accordance with RBI circulars, lending institutions are required to place consumer education literature on their websites explaining concepts of overdue, special mention account (SMA) and non-performing asset (NPA) classification and upgradation, and educate borrowers about these concepts. Please refer to our website ([www.bnpparibas.co.in](http://www.bnpparibas.co.in)) for these details.
- f) Please indicate your acceptance of the terms and conditions of this Facility Letter, the Standard Terms and the Other Trade Terms by signing and returning the duplicate of this Facility Letter to us by [●] at the notice details stated above.

Yours faithfully

\_\_\_\_\_  
[name and title of authorised signatory]

\_\_\_\_\_  
[name and title of authorised signatory]

For and on behalf of  
**BNP PARIBAS**

We, as Borrower, agree to the terms and conditions of the Facility Letter, the Standard Terms and any applicable Other Trade Terms and acknowledge that we have received the Standard Terms and any applicable Other Trade Terms and are bound by the terms and conditions thereof and any updates of the Standard Terms and any applicable Other Trade Terms which are notified to us from time to time.

\_\_\_\_\_  
Name:  
Title:  
For and on behalf of  
**[NAME OF BORROWER 1]**

Date:

We, as Borrower, agree to the terms and conditions of the Facility Letter, the Standard Terms and any applicable Other Trade Terms and acknowledge that we have received the Standard



Terms and any applicable Other Trade Terms and are bound by the terms and conditions thereof and any updates of the Standard Terms and any applicable Other Trade Terms which are notified to us from time to time.

\_\_\_\_\_  
Name:  
Title:  
For and on behalf of  
**[NAME OF BORROWER 2]**

Date:

We, as Credit Support Provider, agree to the terms and conditions of the Facility Letter, the Standard Terms and any applicable Other Trade Terms and acknowledge that we have received the Standard Terms and any applicable Other Trade Terms and are bound by the terms and conditions thereof and any updates of the Standard Terms and any applicable Other Trade Terms which are notified to us from time to time.

\_\_\_\_\_  
Name:  
Title:  
For and on behalf of  
**[name of Credit Support Provider]**  
**[address of Credit Support Provider]**

Date:



## **SCHEDULE 1 THE FACILITY/IES**

At no time shall the aggregate Drawings under the Facility exceed [•] (the "**Total Facility Limit**").

[Insert details of the specific facilities sanctioned]



**SCHEDULE 2**  
**[ADDITIONAL REPRESENTATIONS AND UNDERTAKINGS]**

**PART 1**  
**ADDITIONAL REPRESENTATIONS AND WARRANTIES**

1. *[Transaction specific representations to be inserted.]*

**PART 2**  
**ADDITIONAL UNDERTAKINGS**

1. *[Transaction specific undertakings to be inserted.]*



### **SCHEDULE 3**

#### **ADDITIONAL TERMS AND CONDITIONS**

*[Additional terms and conditions to be inserted, based on specific facilities being sanctioned]*