Application Form
Guaranteed Emergency Credit Line (GECL)
Under the Emergency Credit Line Guarantee Scheme (ECLGS)

Please fill the form in BLOCK LETTERS and tick the boxes wherever applicable All fields marked \* are mandatory

Borrower Details (Non-Individual Applicant)

|  |  |  |  |
| --- | --- | --- | --- |
| Customer ID\* |       | Corporate Identification Number (CIN)\*[1] |       |
|  |  |  |  |
| Entity Name\* |       |
|  |  |
| GSTIN\*[2] |       | Udyog Aadhaar No. |       |
|  |  |  |  |
| If GSTIN not available, reason for not being registered under GST | [ ] Below threshold [ ]  Other (please specify)       |

[1] Corporate Identification Number is mandatory in case of Companies and LLP [2] Borrower must be GST registered in all cases where such registration is mandatory

Business Details

|  |  |
| --- | --- |
| Type of Borrower\* | [ ]  Manufacturing [ ]  Service [ ]  Retail Trade |
|  |  |
| Type of Entity\* | [ ]  Micro [ ]  Small [ ]  Medium [ ]  Other Business Enterprises |
|  |  |  |  |  |  |  |  |  |  |
| Number of Employees\* |        | Annual Turnover\* (in Crores for FY 2019-20) | ₹       |
|  |  |  |  |
| Industry Sector\* | Choose an item. |

MSME Section

I/We declare that our enterprise qualifies under the definition of MSME.
[ ]  Please find attached proof of my MSME status, in compliance with extant guidelines under Circular No. FIDD.MSME & NFS.BC.No.3/06.02.31/2020-21 dated July 2, 2020 by Reserve Bank of India

|  |  |  |  |
| --- | --- | --- | --- |
| Our enterprise qualifies as\* | [ ]  MicroInvestment <= ₹ 1 CroreandTurnover <= ₹ 5 Crores | [x]  SmallInvestment <= ₹ 10 CroresandTurnover <= ₹ 50 Crores | [ ]  MediumInvestment <= ₹ 50 CroresandTurnover <= ₹ 250 Crores |

|  |  |  |  |
| --- | --- | --- | --- |
| Chief Promoter’s Name\* |       | Chief Promoter's Gender | [x]  Male [ ]  Female[ ]  Third Gender |
|  |  |  |  |  |  |  |  |  |  |
| Whether Unit assisted is Women Operated and/or Women owned\* | [ ]  Yes [ ]  No | Physically Handicapped\* | [ ]  Yes [ ]  No |
|  |  |  |  |  |  |  |  |  |  |
| Net worth of Chief Promoter (in lacs)\* |       | Promoter’s experience in current business (in years)\* |       |
|  |  |  |  |  |  |  |  |  |  |
| Belongs to minority community\* | [ ]  Yes [ ]  No | Caste Category\* | [ ]  General [ ]  SC [ ]  OBC [ ]  ST |
|  |  |  |  |  |  |  |  |  |  |
| Is the proposed loan expected to increase employment avenues at your enterprise?\* | [ ]  Yes [ ]  No | If Yes, by how many |       |

Loan Requirement

I/ We hereby apply for a loan as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Loan Amount required\* | ₹       | Loan tenure (in months) | 48 months (including 12 month principal moratorium) |
|  |  |  |  |
| Interest Type | Floating | Product Option | Guaranteed Emergency Credit Line (GECL)  |
|  |  |  |  |
| Rate of Interest | RBLR + 1.00% |
|  |  |  |  |
| End use of Loan | To augment net working capital, meet operating liabilities and restart operations. |

I/We declare that:
a. Annual Turnover of the Primary Applicant entity for Financial year 2019-20 is up to INR 250 crores
b. Overall fund based outstanding credit with all Banks / NBFC / FI as on 29th Feb’20 is up to INR 50 crores.
c. Overdue if any, across all Banks / NBFC / FI as on 29th Feb’20 does not exceed 60 days past due and our account status is Standard across these institutions.
d. Primary Applicant entity is registered under GST or is exempted from registration under GST.

Foreign Currency Exposure Details

[ ]  We do not have any Unhedged Foreign Currency Exposure
[ ]  Our Foreign Currency Exposure (FCE) is       (US $ Mn)

Annexure to FEDAI Circular SPL-05.BC/ UFCE Format/ 2018 dated 17th May 2018

|  |
| --- |
| Quarterly Data on Foreign Currency Exposures |
| In INR Crores | Unhedged | Hedged through forward orDerivative[3] | Natural Hedge |
|  | </=1 year | > 1 year | Total | </=1 year | > 1 year | Total | </=1 year |
| FCY Receivables |       |       |       |       |       |       |       |
| Exports |       |       |       |       |       |       |       |
| Loans to JV/ WOS |       |       |       |       |       |       |       |
| Others |       |       |       |       |       |       |       |
| FCY Payables |       |       |       |       |       |       |       |
| Imports |       |       |       |       |       |       |       |
| Trade Credits |       |       |       |       |       |       |       |
| ECBs |       |       |       |       |       |       |       |
| Others FCY loans |       |       |       |       |       |       |       |
| INR to USD swaps |       |       |       |       |       |       |       |
| Total |       |       |       |       |       |       |       |

[3]Note: Covered Option(s) is/ are not included

We declare that all the derivative contracts considered as hedging contracts are in conformity of pronouncement of the Institute of Chartered Accountants in respect of their hedge effectiveness vis-a-vis the underlying exposure. [We also confirm that our EBID i.e. profit after tax + Depreciation + Interest on debt + Lease rentals as of this date is Rs.      . This number has been derived to the best of abilities pending audit of our financials and finalization of other matters including tax due] [We would like to mention that UFCE to the tune of Rs.       has not been included in our unhedged position since the exposure is being hedged and managed by our parent company as explained in detail in our letter dated      ]

Declaration

I/ We hereby declare that information and documents given by me/ us to Deutsche Bank A.G, India (“DB”/ ”Bank”) under this application form are true, correct and accurate and I/ We have not withheld any material information.

I/ We understand that such information and documents have been submitted to induce DB to sanction and grant the loan. I/ We confirm that DB is not required to return the documents supplied by me/ us.

I/ We have carefully read and understood the terms and conditions of this application as well as the terms and conditions of the loan facility.

I/ We hereby irrevocably agree to be bound by the terms and conditions governing the loan.

I/ We further agree that the loan that maybe provided to me/ us shall be governed by the rules of the Bank that may be in force from time to time.

I/ We hereby declare that I/ We are fully competent to apply for the loan and there is no legal impediment for availing the loan facility from DB. I/ We confirm that there are no bankruptcy proceedings or garnishee order or winding up proceeding instituted against me/ us and I/ We are not undischarged insolvents and that none of my/ our credit facilities/ loans with any financial institutions has turned bad/ irregular or is under default.

I/ We am/ are aware that Deutsche Bank offers loans under a fixed interest rate option, floating interest rate option and a flexible rate option, and that I/ we have selected the option in the application form. I/ We confirm that the funds sanctioned shall be used for the stated purpose only and shall not be used for speculative/ anti-social purposes.

I/ We further certify that I/ we am/ are citizen(s) of India. I/ We undertake to inform the Bank of any change in residential status forthwith.

I/ We hereby authorise DB to contact me/ our and/ or my/ our friends, relatives, employer (past and present), business associates to verify the details furnished by me/ us.

I/ We also authorise DB to conduct such credit checks and it considers necessary in its sole discretion.

I/ We understand and agree that the sanction of the loan is at the sole discretion of DB which reserves its rights to reject its loan application, without assigning any reasons.

I/ We further confirm and agree to pay to DB processing fee and other charges as prescribed by DB.

I/ We agree to provide DB such further documents as may be required by DB from time to time to comply with Know Your Customer (KYC) requirements of the Reserve Bank of India and DB.

The Bank reserves the right to seek any information from any source or to give any information and/ or to assign any work to any third party at its sole discretion.

I/ We hereby consent, agree and authorise DB to disclose information and data relating to me/ us, information and data of any credit facility availed of/ to be availed of/ by me/ us and/ or information and data relating to any default, if any, committed by me/ us in discharge of my/ our obligations as and when DB deem appropriate and necessary furnish the same to Credit Information Bureau India Limited (“CIBIL”) and or any other agency or regulatory authority as deemed necessary at the sole discretion of DB/ or to any DB’s third party service provider, appointed by DB, for the purpose of providing any services in relation to the facility availed by me/us. I/ We agree to provide DB such further documents as may be required by DB from time to time to comply with Know Your Customer (KYC) requirements of the Reserve Bank of India and DB.

I/ we hereby declare and confirm and give consent that DB shall be entitled to share all or any of the information relating to me/ us with any of its Group Entities for the purposes availing any support services from such entities in connection to the facilities that have been extended by DB to me/ us.

I/ We agree to give NACH/ ECS/ Standing Instruction for the repayment of the loan and I/ We am/ are fully cognizant that dishonor of the cheque is a criminal offence under the law. I/ We confirm that I/ we have seen the present Schedule of Charges of the Bank, which are available at the branches and the website of the Bank. I/ We agree and undertake that the said Schedule of Charges are acceptable to me/ us.

I/ We have perused the Bank’s General Terms & Business Conditions and hereby confirm the acceptance thereof. I/ We give the right to the Bank to set off against other accounts in case of default on this account. I/ We certify and confirm the amount of loan and the tenor as mentioned by me/ us in the ‘LOAN REQUIREMENT’ section and confirm that the loan would be utilized by me/ us for the purpose/ end use mentioned therein.

The information including landline, mobile number and e-mail id as mentioned above (apart from being used for mandatory account verification and maintenance purposes) may also be used by the bank to contact the customer and offer carefully selected products and services from time to time either itself or through its agents or authorised representatives
Please indicate if you are agreeable to receiving such offers: [ ]  Yes [ ]  No

I/ We confirm that the loan facility shall be utilised by me/ us for the stated purpose only and shall not be used speculative/ anti- social purposes.

I/ We will update the Bank in case of any change in my/ our Ultimate Beneficiary Owner (UBO)/ Related parties details provided at the time of opening the account which includes address change, change in industry, change in employment etc. I/ We hereby consent, agree and authorize the bank to disclose and share information and profile data relating to me / us with risk scoring systems and global data bases of the Bank for profile checks.

I/ We hereby declare that the details furnished above are true and correct to the best of my/ our knowledge and belief and I/ we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it.

I/ We hereby irrevocably authorize the Bank to disclose, from time to time, any information and data relating to me/ us to any other branch of the Bank and any of its subsidiaries or affiliates or to any Authority or Credit Bureaus or third party or with National Credit Guarantee Trustee Company Ltd (NCGTC)without specific consent.

I/we confirm that I/we are aware that the Bank is covering this facility under the Emergency Credit Line Guarantee Scheme (ECLGS) offered by the National Credit Guarantee Trustee Company Ltd (NCGTC)

Except to the extent disclosed to the Bank, no director or a relative/near relation(as specified by RBI) of a director of a banking company (including the Bank) or a relative/near relation (as specified by RBI) is: the applicant(s), or a partner of our concern, or a trustee, member, director, manager, employee of our concern, or of our subsidiary, or our holding company, or a guarantor on my behalf, or holds substantial interest in our concern or my/our subsidiary or holding company. Details of any such relation as referred to above is attached herewith.

The Bank shall share the information provided in the application form with the Credit Information Companies (CICs). Basis this information, CIC would provide the credit information report to the Bank. The Bank may use this credit information report while taking decision on grant of loan facility. The Bank on the request of the customer shall share such credit information report with her/ him/ them.

My/ Our personal/ KYC details may be shared with central KYC registry. I/ We hereby consent to receive information from central KYC registry through SMS/ Email on the above registered number/ Email address.

By submitting Aadhaar number/copy of Aadhaar Card to Deutsche Bank, I/ we confirm and agree that the Bank has duly explained to me/us that submission of Aadhaar number/ Aadhaar Card is no longer mandated for the purpose KYC for bank accounts and I / we have the option to submit any other documents considered as a valid proof for the purpose of KYC as per the Reserve Bank of India direction. However, I/we are providing my/our Aadhaar number/Aadhaar card, as proof to Deutsche Bank voluntarily for the purpose of KYC and I confirm that I have struck off the Aadhaar number from the copy of the Aadhaar Card submitted by me to Deutsche Bank. I/We further confirm that Deutsche Bank is authorized to collect, store and use my/ our Aadhaar as proof of address/KYC document in accordance with extant rules and regulations.

I have been given to understand that my information submitted to the bank herewith shall not be used for any purpose other than mentioned above, or as per the requirement of the law and the bank shall maintain confidentiality of my information provided herein.

Most Important Terms and Conditions

I/ We declare that I/ We have been intimated and I/ We understand that:

* The Loan is being extended under the Guaranteed Emergency Credit line (GECL) under the Emergency Credit Line Guarantee Scheme (ECLGS) from National Credit Guarantee Trustee Company Ltd (NCGTC) and shall be governed by the terms of the ECLGS. Such Loans are benchmarked to the Repo rate published by RBI. The Repo rate as prevailing on the 10th of every month (or the next working day if 10th is a holiday) along with the mark-up would form the External benchmark lending rate, referred to as RBLR (Repo Linked Benchmark Lending Rate). These loans are introduced only for a very short time period and the booking window closes on Oct 31,2020 or when the scheme cap of INR 3 lac crore is disbursed ( whichever is earlier) as announced by NCGTC.
* The interest rate applicable on my/ our loan will be RBLR (Repo Linked Benchmark Lending Rate) + Spread 1.00% =      % on floating rate. Currently applicable RBLR for my/our loan is      %. Penal interest rate, pre closure terms and all other charges will be applicable as per the schedule of charges published on the website, currently as follows:

|  |  |
| --- | --- |
| Fee Type | Charges |
| Documentation and Processing Fees | Nil |
| Loan prepayment charges | Nil |
| Charges for unsuccessful execution of standing instruction for payment/ Cheque / ECS/ NACH bounce charge | ₹500/- |
| Penal Interest[4] | 24% per annum on the overdue / unpaid /delayed amount payable |
| Stamp duty on Loan Agreement, Deed of Hypothecation, Mortgage Deed and Other documents | As applicable depending on local regulations |
| Post dated cheques/ ECS/ NACH/ SI Swap Charges | ₹500/- |
| ROC Charge creation cost including MCA charges | ₹1800/- |
| Taxes and other government levies | As applicable |

[4] Penal Interest will be charged for the number of days for which the payable amount remains unpaid.

* Total documentation and processing fees to be paid by me/ us is NIL
* RBLR is the Repo Linked Benchmark Lending Rate and is the applicable reference rate for determining the applicable Rate of Interest payable on my/our Loan. Applicable RBLR for my/our loan shall be the RBLR  prevailing from time to time
* Interest rate reset dates for floating rate loans would be Jan 16, Apr 16, Jul 16 and Oct 16 of each calendar year during the loan tenor.
* RBLR is the rate of the Bank to which my/our floating rate loan in benchmarked. Applicable RBLR for my/our loan shall be the RBLR prevailing from time to time.
* I/ We understand that the Bank can seek my/ our latest information and collect the required KYC documents on periodical basis in compliance with the RBI guidelines.
* At present, I/ We do not wish to get included my/ our contact details with Do Not Call Registry/ National Do Not Call Registry and I/ We take note to update my/ our contact details with these registries whenever I/ We wish to.

|  |  |  |
| --- | --- | --- |
| Name of Enterprise:       | Name(s) of Authorized Signatory(ies):       | Affix seal |
|  |  |  |

Place:
Date:

|  |
| --- |
| For Bank Use only |
| Branch: | DSE / Sourcing Code:  | Channel Code:  |

Ver: 082020-v3