

**APPLICATION FOR FACILITIES**

Application No.:

Name(s): \_\_\_\_\_ (the "Applicant")

**I. TERMS RELATING TO THE APPLICATION**

We understand that the availability of the Facility(ies) from UBS AG, India ("UBSAG") are subject to:

- (i) UBSAG having received all requested documents including but not limited to the documents listed in the Relationship Opening Application between the Applicant and UBS ("**Relationship Opening Application**"), duly completed and executed in form and substance satisfactory to UBS AG at its sole discretion;
- (ii) the performance of any actions and/or the occurrence of any events as may be required by UBS AG as conditions precedent to the availability of the Facilities;
- (iii) completion of legal, financial, accounting and confirmatory due diligence on me/us and third party security provider (if applicable) to the satisfaction of UBS AG and receipt by UBS AG of all internal approvals;
- (iv) duly execution of all documents in relation to the Facility(ies) by me/us;
- (v) creation of security over the assets/properties of the Applicant in favour of UBS AG and completion of all necessary filing formalities in connection with such creation of security to the satisfaction of UBS AG;
- (vi) compliance by us with all other conditions as may be specified by UBS AG in connection with the grant of Facility(ies) (at UBS AG's absolute discretion); and
- (vii) the due execution and delivery of this Application.

**II. TERMS RELATING TO THE FACILITIES**

In consideration of UBS AG agreeing to provide the Facility(ies) on an uncommitted basis, I/we hereby agree and understand that the Facility(ies), if the Application is agreed to by UBS AG, shall be available on these terms (which may be supplemented, revised, varied, amended or replaced from time to time), and the terms and conditions specified in UBS AG's facility letter, Standard Facility Terms and Conditions and such other additional terms as may be specified by UBS AG:

1. **Borrower:** shall mean the Applicant as indicated above (the "**Borrower**").
2. **Facilities:** The applicant would like to avail:
  - Term loan facility for an amount of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and tenor of \_\_\_\_\_ months.**
  - \_\_\_\_\_ facility for an amount of INR \_\_\_\_\_ (Rupees \_\_\_\_\_) and tenor of \_\_\_\_\_ months with repayment demand / prepayment option upon completion of every 3 / 6 / 12 months.
3. **Purpose:** The Facility(ies) is being availed for the following purpose:
4. **Relationship with the banking sector:** In case the Borrower or any of the security party has any relationship with the Bank and/or any other entity in the financial sector, please specify details, **Not applicable**
5. **Utilization Conditions:** Utilization of any of the Facility(ies) will be at UBS AG's sole and absolute discretion.
6. **Security:** The Borrower shall create security over the assets/properties (as specified below herein) of the Applicant in favour of UBS AG, on such terms and for such obligations and liabilities as UBS AG may specify from time to time in its absolute discretion, together with any supporting documentation as UBS AG may require.
  - (i) Equity Shares, Bonds:
  - (ii) Fixed Deposits; and/or
  - (iii) Others (Please specify)
7. **Joint and Several Liability:** (where the Borrower comprises more than one person) each person comprising the Borrower shall be jointly and severally liable for the Facility(ies) together with all interest, commission and other charges and expenses.
8. **Governing Law and Submission to Jurisdiction:** This Application shall be governed by and construed in all

respects in accordance with the laws of India and the Borrower hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai Notwithstanding the above, UBS AG shall retain the right to bring proceedings against the Borrower in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

9. **Notices:** All notices, requests, demands, waivers and other communications required or permitted to be given under this Application shall be in writing and shall be deemed to have been duly given on the address and details as provided in this Application or on such other address as may be notified in writing to other party.
10. **Bank Account:** In relation to the request for the Facility(ies), we hereby have set out our bank account details:
- (i) Bank account with :
  - (ii) Type of account :
  - (iii) Account number :
  - (iv) MICR number :
  - (v) Beneficiary Name :
- (a copy of cancelled cheque is attached)

### Acceptance By Borrower

I/We hereby certify that all information and particulars given to UBS AG in relation to this application are true and accurate. UBS AG is hereby authorized to conduct all necessary due diligence for the purposes of anti-money laundering controls and credit evaluation, and to verify this application or for such other purposes as UBS AG may require. I/we undertake to submit to UBS AG such further information, details and documentation as UBS AG may require for such purposes.

I/We agree that this application shall be read with the Facility Letter and the Standard Facility Terms and Conditions which I/we accept and are bound by. In the event of any inconsistency between this application, Facility Letter and UBS AG's Standard Facility Terms, the terms of the Facility Letter shall prevail.

I/We understand that UBS AG reserves the right to reject the Application and to refuse to provide Facility(ies) without giving any reason.

\_\_\_\_\_  
Signed and accepted for and on behalf of  
Name of Borrower :  
Name of authorised signatory(ies) :  
Designation of authorised signatory(ies) :

Date:  
Place:

(for official use only)

### ACKNOWLEDGEMENT

Received the Application from \_\_\_\_\_ for grant of facility. The facility sanction status will be intimated to you within thirty (30) business days from the date of receipt of Application form with supporting documentation, subject to all the documents being in order and the Application is complete in all respects.

\_\_\_\_\_  
Signed and accepted for and on behalf of  
UBS AG

Date:  
Place: