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STAMP

ONE Bank Car Loan Agreement :

Conditions Applicable: ee. mass —O—

mt The boraecis! Wil ensure (hag the credie ei geanced will be used only ■ ■ elie puspase for which it has been approved, and

a The Bank teserves the sight te perform any or one of the acuons, listed in ihy Follkyaing puragraphs, withaul any reference 10

1. Toreview the underlying basis oo which the facility had been provided (including interest rates. fees. the timing ofthe elirging th

2. To withdraw approved ficilines and terminate the ngreement 11 31) 016 opinian of the Bonk, there has bees any material, und

2. Trcull for additional cash cover of demand for existing, prospective and contingent liabilities,

+. To prohibit the borrowers) from farther osang Ute velucke and depute a Bank representative 10 repossess the vehicle in we e

08110 031 te remove the vehicle and the 00705 8705) will be liable for all expenses 00160 in suc repossession process.

■. The ■ ■ facility wall be repayable on demand, but unless und annul demanded shall be repayable in accordance with the og

A demand will cansitate any forma! written 300 addressed 10 the borsers) at their corecapondence aildress repiatercd with the E

and shall be deemed to have been delivered to elie borrower.

■ ■ 01117 Docamentathon:

Tae following security documentation will remain lovged with die Bank and will be [■ ■] enfpreeble:

1 Recisiralion fram ARTA in the joint nomes of the bycrawler & tie bank ar os directed by combed ■ ■ ■ ■ ■ ■ Com time let tame.

b Cenificote of comprehensive insurance policwannual renewal of poly solely in ihe nome of the Bunk for the entire pend of the

(, ONE Bank sanction letter duly signed and accepted by the barrawer(s), ■ ■ with dhe dedniled lens and conditions attached th

d. Demand Promissory Nie,

■. Letter al comunugcion

f Auchonaatian lever 10011 the customer empoweongy the Bank co take repossession of the vehicle 1] che event of failure tu p

i, [11100121 & Post dated cheques os required.

h. Mentirandum deposit of cheques' sccutincs |

L. ■ ■ 108 of Guarance |

Above Inan and secunity documeniniion wall he deemed ta be null and void, ence uve too is 01114 Liquidutedindjusted

Cunditlons Precedent: |

■ ■: die bank hus recesved the following, the Bank wall nut be abliged co make the dheility or any part available ve the borrowe

a Verlen nacentance hy eles borrower (5) eapmified by the signing of the Sanction letter, accephng cle 130100 on the bnsis qu

■ ■. Camplevon of the 8 ■ ■ 71 00710141311 0815, as specified above.

Foos, Casty, Expenses, and Liabilities:

The borrower will bear dic following fees, costs, expenses ond Liablives: ,

2. Vehicle registration aod compreprehensive insumnce costs [11111701001 renewals OF such registration and wamprehensive in

D. Fees for any ■ ■ ■ ■ ■ ■ pr venficaitons required by the Bank,

0. Anpleable siamp duties. registration fixes, and other governmental charges ■ ■ ■ ■ 1 ■ 350 of usacssed. in respect of the faciliti

AM crests, charges, expenses, legal coats ele. aecurred in relation to the facility amd in: (2) ele prepanition and executuan of th

enfarcemeni.

■ ■ During the tenor ofthe loon, all monintenance costs ol the velcte are 10 be 00016 by the ■ ■ ■ ■ ■ ■)

7 Ln che event 0001111, any casts incurred as o result of repossestuiin peacess will be charged to the ■ 01101003 1 and the p

■ 14031 ■ 1111 ount, tagediee wily due costs involved in repossession. Aacy shortfall will have to be bore by dic borrewcr(sl.

■. Full 11311 will be borne by the ■ ■ ■ ■ 0 [8] in the event ihe vehicle 1s dinmayged, staden or badly effected 01 any wat, shap

of God. Any shoruall in proceeds receives fram tetorance claimg moods in the event of loss or damage of the vehicle will have 1

ly. [■ the cvent thi the selucle is cotolly destroyed ar damage beyond. repours, slic doan agreement well be deemed 00 be tenm

pmoude 01 the lono,

| nthc evar the borrowerts] expires, ibe emtise outsianding amount of the love shall became due and payable ■ ■ dace aud the

immedizicly.

acne time of applicabor The amount of porial prepayment wall Ive co be ■ ■ lease 23%) ofthe aucsccondng, balance.

Wurruncles and Representations:

In accepting j115 offer ibe Follawing reqcsencations and warranties are move by die bertowerta). ;

a The necepianee of the terms and conditions of thig application by ihe barrawer(s) coushtutes a lezul are binding ubhyaion upo

h. The borsever(s) abel] excreise due and reasenuhle care as a borsfide custexdian in duking custody and using of tle velucte a

with allows. regulawes, ordinances, and instructions af pavermutual authorities The bormowens) will ensute that no one bua skil

vehicle. The borrewent's) will also ensure that all insumnoce premiunes, rood taxes, fines, payments for heenses, and all ather

■. Upon the occurence af oo event fie which an 031081506 claim may be loved, due borrower aliall immediately 00110 dee Bar

for receini of the 71550181000 proceeds by the Bank. The Bonk will use the proceeds mn any order at it's sole discretion 10%0

abligations ar debts of tae borrower in the Hank, (uit) the compensation of damapes incurred io ally thitd party due to the oecunr

il Aby boss or diumape te dud parties arising from the borrower's wae, opcrotion, and ■ ■ ■ ■) 7071 af die weluicke sholl bs bone

g The borrowers) will maintain the vehicle in good operating canis and working order during the emure term of the loon,

E. The borrower(s) shall not modify the features, performance and specifications of the vehicle without the due consent of the Bank, responsibility and expenses, .

11. The borrower is not permitted to surrender or transfer the vehicle, before the term of the loan is fully repaid, .

h. The borrower(s) shall not assign, transfer, pledge, hypothecate or otherwise dispose of the vehicle or any part thereof or lend

i. Many times upon the Bank's request, the borrower(s) shall report on the condition of the use and possession of the vehicle, its condition and use of the vehicle,

j. For the purpose of ascertaining the status, conditions and custody of the vehicle, the Bank or its representatives have the right to inspect the vehicle when the vehicle is available,

k. The borrower is not in default under any agreement. undertaking in which it is a party or by which it may be bound in the event an event has occurred which with giving of notice, lapse of time or both, or other conditions would constitute such default under or in

4. Except as ratified to the Bank in writing prior to its acceptance of the terms and conditions of the application, the borrower(s) shall not, without the knowledge of the Bank, do anything which would have a material adverse effect on the borrower's financial condition,

m. Free as notified to the Bank in writing prior to the acceptance of the terms of this application, the borrower(s) is not entering into any agreement which would have a material adverse effect on the borrower's financial condition,

a. Where the borrower is one person as borrower, the declaration below, the validity of each such person thereunder shall be subject to the laws of Bangladesh shall govern the terms and conditions of the borrower(s) and the Bank hereby irrevocably swears that its submission shall not however prejudice the rights of the Bank to take any measures against the borrower(s) in any other jurisdiction.

12. The borrower(s) shall indemnify the Bank against all claims, suits, proceedings, losses, damages, costs and expenses arising out of or in connection with the vehicle.

Reserve Requirement:

On the date of any reserve requirement. statutory reserve deposit, Special deposit, borrowing limit, gearing constraint, etc. shall be applicable to the borrower(s) as applicable to borrowing facilities of the Bank imposed by Bangladesh Bank, any Government or Governmental authority in Bangladesh (or equivalent bodies in overseas countries).

Bank of providing the facility, or providing funds under them, or to reduce the effective rate of return to the Bank (including the borrower(s)) shall pay the cost of such additional amount of deposit and as when demanded, the cost by which that cost is so reduced shall be payable by the borrower(s) will be calculated from the date on which the Bank first incurred the additional cost or reduction, as the case may be.

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In clause 2 of this agreement.

5. We will pay all rent and other costs of and incidental to the warehousing of any goods so hypothecated to you as aforesaid including insurance premium covering all risks with "Banker's Clause" in your favour By an insurance company approved by the Bank. The insurance policy/certificate together with the receipts for all premium paid shall be delivered to you failing which you are authorized to effect such Insurance at our expense.

6. We will on your request forthwith execute and do all acts and things that may be necessary or required by you for the purpose of giving the Bank an effective pledge over any of the securities or otherwise for the purpose of perfecting the title there to of the Bank or of the Bank or of any purchaser thereof under any sale hereby conferred and for purpose aforesaid we here by authorize the Bank to execute and do any such act or things as our agent in that behalf and we hereby agree on your request forthwith to execute a power of Attorney empowering the Bank to execute as our Attamey any instruments under seal that may be required for the purpose of giving of full effect to the authority conferred en you by this Clause or by Clause 9 hereof.

7. You may at any time without demand for payment or notice to any person self or otherwise realize any of the Securities - In such manner as in your absolute discretion you may think fit and out of the proceeds of such sale or relationship together with any accrued interest on our outstanding liabilities to you, and may apply or appropriate the net Balance of ~ such proceeds remaining after such reimbursement into or towards the reduction, discharge or satisfaction of all outstanding liabilities as is mentioned In Clause 2 of this agreement,

8. You shall not be liable for default of any broker auctioneer or other person employed in the sale or relationship of any of the Securities or for any other purpose connected herewith.

9. We hereby authorize you to collect all interest dividends and cash bonuses now or hereafter payable and deal as you may think fit with any bonus or rights issue in respect of any of the Security and hereby authorize you as our agents in that behalf of execute all such documents as may be necessary effectually to vest with you the property In or otherwise deal with such Interest, dividends, cash bonuses or rights issues.

IRREVOCABLE POWER OF ATTORNEY TO SELL HYPOTHECATED GOODS

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/we, of
ned |

. Of = " Ce iNAFTER individually and/or collectively referred to as

the "Principal"} do hereby appoint and constitute GNE BANK LIMITED, with its registered office at HRC Bhaban, 46, Kawran Ba (herginafter referred tp as the "Bank") as my/our lawful attorney, to act as my/our attorney in my/our name and on my/our behalf or any of the acts, deeds and things hereinafter mentioned.

WHEREAS In consideration of ONE Bank Limited (the "Bank") agreeing ta grant or continue, ar having granted or continued a C LoanfLoan for Professionals of Tk. ____ {Taka only) (the "Loean") to me/us, [17■■■ executed a Letter of Hypothecation dated . (the "Hypothecation") hypothecating to the Bank by way af first floating charge the Item described in the Schedule below {the "Property") a5 a continuing secunity for the repayment of the Loan, and payment and fees, and all costs, charges and expenses, including legal fees and costs, and charges and expenses incidental to this sec (collectively, the "Liabilities");

AND WHEREAS to enable the Bank to exercise the powers conferred in the Letter of Hypothecation in respect of the Property, be granted in favour of the Bank;

NOW, THEREFORE, BY THESE PRESENTS, [we hereby authorize the Bank as my/our lawful attorney for me/us and on my/ou following acts, deeds and things, that is to say:-

1, To take possession of the Property or any part thereof and to take over its'their entire administration, management, and cantr

2, To sell or dispose of the Property or any part thereof together pr in parcel elther privately or by pubile auction or by private co terms and condition as the Bank shall think fit and proper, without any réference to the Principal;

i. To realize and receive the sale proceeds and any other money receivable in respect of the Property and apply the same towa or settlement of the Loan and Ladillties;

4. To execute the necessary deeds, present those for registration and get the same registered [■■5 the case may be} and to ves any part thereof In any transferee, together with all rights of the owner in Upon, or to the Property 01 any part thereof as if the sa sold to the transferee by the Principal as the owner

= To inour any expenditure that may be necessary for taking over, management and control of the Property and for transfer or e and ta inour any diabilities for the said purpose.

6. To advertise through newspapers or othenvise for auction of the Property or any part theréof, to arrange and effect the auctlo

7 the bld money, and apply the same in meeting expenses and in settling the Loan and Liablifites of the Principal.

fi Ta negotiate for the sale of the Property or any part thereof, sete the tenns of sale to sign, seal, execute and deliver all such c agreements, sale deeds or deeds of conveyance and/or other document, and/or instruments of transfer with all necessary and r covenants therein, and geneérally Upon such tans and conditions as the Bank shall deem necessary or expedient

B. Ta do and perform all other acts, matters, and things that may be necessary or proper for completing the sale or disposal of t part thereon; |

9, To realize, recelye and fake payment of any consideration or purchasé money or other moneys that may become payable to

connection with such sale or disposal ■5 aforesaid, and Upon receipt thereof to give and grant sufficient and effectual receipts the same;

10, To collect, receive and take payment of any receivables or book debts of the Principal or other moneys that may become payable from any person, firm, company or authority and Upon receipt thereof to give and grant sufficient and effectual receipts or discharge the same;

11, To represent the Principal before any authorities, the Bangladesh Bank or any other person in connection with the transaction above, and sign and execute whatever instruments that may be necessary for obtaining the approval, if required, of such authority or any other organization or Institution for the purpose of completion of the sale of the Property.

12, To appear, represent and act in all civil or criminal courts or arbitration and before judicial and revenue authorities, either in the appellate side as well as in any government department, local authority, autonomous, Semi-autonomous authority or other body to prosecute or defend or to take part in all or any action, application, suit, appeal, proceeding, and for such purposes to subpoena, verify all complaints, written statements and any memorandum of appeal and to do all acts, deeds and things which may be necessary thereto and to execute any power or vakalatnamas by signing on behalf of the Principal to prevent the impairment of the Property and protect the interest of the Bank therein.

13. To appoint and retain lawyers and advocates and to remove such advocates and retainers from time to time and again to appoint - shall require for the aforesaid purposes.

" 14. To apply for withdrawal, withdraw and receive all moneys that may be deposited in any court or office concerning the Property in case of acquisition or requisition of the Property or any part thereof by any Governmental authority.

15, At any time (including, for the avoidance of doubt, prior to the occurrence of an event of default or breach of any document) in charge of the Property or any part thereof in favour of the Bank at such time and in such manner and present the same for registration the same registered in favour of the Bank at the cost and for the account of the Principal.

16. To take all steps for obtaining Income tax clearance certificate, if any, for the registration of sale deeds, deeds of conveyance relating to the sale of the Property or any part thereof, and further, to obtain any other sanction or permission from any authority for the transfer of the Property:

2.2 AS a Separate and independent stipulation, the Guarantor(s) agree that if any purported obligation or liability of the Borrower have been the subject of this Guarantee had it been valid and enforceable is not or ceases to be valid or enforceable against the Borrower whatsoever whether or not known to the Bank, including, without limitation, any irregular exercise or absence of any corporate power or of breach of duty by any person purporting to act on behalf of the Borrower or any legal or other limitation, any whether under or otherwise or any disability or incapacity or any change in the constitution of the Borrower, the Guarantor(s) shall nevertheless in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor(s) were the party thereof The Guarantor(s) hereby singly / jointly and severally agree to keep the Bank fully indemnified on demand against all damages and expenses arising from any failure of the Borrower to perform or discharge any such purported obligation or liability.

2.3 Statements of account conclusive

Any certificate or determination of the Bank as to the Guaranteed Liabilities shall, in the absence of manifest error, be binding on and against the Guarantor(s).

■■ No security taken by Guarantor(s)

The Guarantor(s) warrant that they have not taken or received the benefit of any security from the Borrower or any other person in respect of their obligation under this Guarantee.

2.5 Compensation

a. The Guarantor(s) agree to pay compensation on each amount demanded of them under this Guarantee in such amount as may be certified as responding to the cost to the Bank of any delayed payment or non-payment under the Credit Contracts.

b. The Bank shall be at liberty to sue the Borrower or each of the Guarantors jointly or severally and the bank shall be entitled to proceed if the Bank desires to do so notwithstanding that any negotiable instruments shall be outstanding at the time when proceedings are taken against the Guarantors or any of the Guarantor(s) be taken and the Guarantor(s) bind themselves singly or jointly and severally to pay on demand the amount due on any judgement that the Bank may obtain against the Borrower with costs thereon,

2.0 Continuing security and other matters

This Guarantee shall:

(a) secure the Guaranteed Liabilities of the Borrower from time to time owing to the Bank and shall be a continuing security, notwithstanding any statement of account or other matter whatsoever;

(b) be in addition to any present or future Collateral Instrument, right or remedy ■■ by or available to the Bank: and

(c) not be in any way prejudiced or affected by the existence of any such Collateral Instrument, rights or remedies or by the same becoming wholly or in part void, voidable or enforceable on any ground whatsoever or by the Bank dealing with exchanging, varying, protecting or enforcing any of the same or giving time for payment or indulgence or compounding with any other person liable.

The Guarantee shall be single / joint and several and unconditional

The single / joint and several liabilities of the Guarantor(s) shall not be affected, nor shall this Guarantee be discharged or reduced in any way for any reason of:

{a} The incapacity of the Borrower or any other person liable or the borrower shall become bankrupt or enter into liquidation (voluntary or involuntary) or

(01 The Banking granting any ■■■, indulgence or concession to, or compounding with, discharging, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing of concurring in accepting or varying any compromise, arrangement or omitting to claim or enforce payment from the Borrower or any other person liable; or
fc) The Bank varying the security or making any variations in the terms of the documents or any neglect or forbearance or delay in enforcement of any security or terms of contract between the bank and other the Borrower or any other obligation: or
(d) The absence or informality of borrowing powers on the part of the Borrower or any irregularity in the exercise thereof; or
(e) The name or the constitution or the character of the Borrower be changed or if the management or administration of the Borrower or its undertaking be taken over or nationalized by the Government, or
(f) The death of any one or more of the Guarantor(s); but shall continue to be operative until determined as to any future accommodation; or
0] The Bank absorbs any other Bank or concern or if the Bank is amalgamated with or absorbed by any other Bank concern but shall remain available for and by the absorbing or amalgamated Bank concern.
(h) Where the Borrowers are a corporation or society the Bank is not to be concerned to see or inquire into the power of the Borrowers or their directors or other agents acting or purporting to act on their behalf, any moneys in fact borrowed from the Bank in professed powers shall be deemed to form the Bank In professed exercise of such powers shall be deemed to form part of moneys guaranteed by the borrowing or obtaining of such moneys be in excess of the powers of the Borrowers, or of the directors or other agents of such Borrowers, the powers of the Borrowers, or of the directors or other agents aforesaid or may be in any way irregular or defective or informal.

2.8 Collateral Instruments

The Bank shall not be obliged to make any claim or demand on the Borrower or to resort to any Collateral Instruments or other means of payment now or hereafter held by or available to it before enforcing this Guarantee and no action taken or omitted by the Bank in relation to such Collateral Instruments or other means of payment shall discharge, reduce, prejudice or effect the single / joint and several liability of the Guarantor(s) under this Guarantee, nor shall the Bank be obliged to apply any money or other property received or recovered in enforcement or realization of any such Collateral Instrument or other means of payment in reduction of the Guaranteed Liability.

Letter of Guarantee - ONE Bank Limited

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