

Home/Mortgage Loan Application Form  
(Please Complete in BLOCK Letters)  
Photograph of  
Applicant(s)  
(Self attested)  
The Manager  
Date:

LankaBangla Finance Limited  
..... Branch

Dear Sir,

I/We hereby apply for a Home/Mortgage Loan of BDT (In Number) .....

(In Words).....

Tenure: .....

Purpose in brief: .....

Applicant's Name: .....

AvꞤe`bKvixi bvg: .....

Father's Name: .....

wcZvi bvg: .....

Mother's Name: .....

gvZvi bvg: .....

Date of Birth: DD / MM / YYYY Place of Birth..... Gender Male Female

Marital Status: Single/Married/Widow/Others: .....

Highest Education Level: SSC/HSC/Graduate/Post Graduate/Others: .....

Professional Status: Salaried/Businessman/Professional/Land Lord. Nationality: ..... Religion: .....

National ID No. : ..... e-TIN: .....

Birth Registration Certificate No.: ..... Residence Status: Resident Non Resident

Other Photo ID Type & No.: ..... Number of Dependent(s): .....

Existing Relationship with LBFL: .....

#### FAMILY INFORMATION

Spouse Information Name: .....

AvꞤx/Ꞥxi Z\_ bvg: .....

Profession: ..... Land Phone: .....

Mobile: ..... E-mail: .....

Child Information: .....

#### PERSONAL DETAILS

Business Card

DD / MM / YYYY

First Applicant's Signature

Date: DD / MM / YYYY First Applicant's Signature

Date: DD / MM / YYYY

#### CONTACT DETAILS

Current Residence Address: .....

Avevm`Ꞥji eZ@gvb wVKvbv: .....

Residential Status: Owned/Rented/Family Owned/Others: .....

Years in Current Address: ..... Rent Per Month

(If Rented): .....

Permanent Address: .....

(Information of Home District)

AvꞤx wVKvbv: .....

Contact Number: Residence: ..... Mobile: .....

Fax: ..... E-mail: .....

Additional Address: .....

.....  
SALARIED/BUSINESSMAN/PROFESSIONAL INFORMATION

Name of the Employer/Organization: .....

Designation & Department: .....

Employment Status: Permanent/Contractual/Other: .....

Nature of Business: .....

Equity Share (%): .....Main Products & Services: .....

Length of Service/Business: ..... Date of Joining: .....

Office/Company Address: .....

.....  
Office Phone: ..... Mobile: .....

Office Permits Status: Owned/Rented/Others: .....

Date of Inception of the Company: .....

Legal Status of the Company/Organization: Proprietorship/Partnership/Private Ltd./Public Ltd.

Previous Office/Organization: ..... Designation & Department: .....

Previous Office/Organization address: .....

..... Previous Office Phone: .....

Length of Service in Previous Organization: ..... Total Length of Service/Business: .....

APPLICABLE FOR SELF-EMPLOYED ONLY

Number of Consultancy: ..... Daily/Weekly/Monthly/Others: .....

Name of Chamber and Address: .....

Phone: .....

LAND LORD/LAND LADY

Type of Rented Premises: Commercial/Residential/Both

Number of Floor Rented: .....

Address of Rented Premises: .....

Rented Area in SFT (approx.): .....

Land Phone: ..... Mobile: .....A

CREDIT CARD RELATED INFORMATION

First Applicant's Signature

Date: DD / MM / YYYY

Amount (BDT) Assets Details

Cash

In Hand

At Bank

Fixed Deposits

Name of Bank \_\_\_\_\_

Name of Bank \_\_\_\_\_

Investment

Bond/Savings Certificate

Share Portfolio

Type \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name of Brokerage House-

Land & Building

Agricultural

Non-Agricultural

Building

Area & Location \_\_\_\_\_

Details \_\_\_\_\_

Area & Location \_\_\_\_\_

Details \_\_\_\_\_

Area & Location \_\_\_\_\_

Details \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

## Vehicles

For Flat:

Booking Given Yes No Yes  
Floor Size Sft.  
No  
Property Address  
Developer/Builder  
REHAB Membership  
Relationship with LBFL:  
Under Process  
MoU Signed  
Not Yet  
MoU not Signed  
Proportionate Land  
Flat/Apartment No./  
Floor(s) to be constructed  
Property Type  
Registration Cost (BDT)  
Total Property Price  
Amount Already Paid  
as on DD / MM/ YYYY  
Loan Requested  
from LankaBangla  
Balance Amount  
For Self Constructed Building: i) Cost of estimation:  
ii) Construction stage:  
iii) Approval upto:..... Floor(s)  
Sources of Payment of Balance  
Amount  
Utility and Others (BDT)  
(Excluding renovation)  
Expected  
possession date  
Expected  
Handed over date  
Private/Freehold Government/Leasehold  
Expected Date of First Disbursement  
Price for Parking Space (BDT) Property Price (BDT)  
(Excluding car parking price)  
Property Price (BDT)  
(as per BM)  
BDT:  
BDT:  
BDT:  
BDT:  
Monthly  
Income  
Salary  
Business  
Rental  
Others  
Total:  
Primary Applicant  
Amount (BDT)  
Supporting  
Documents  
Co-Applicant  
Amount (BDT)  
Supporting  
Documents

Types of

Expenses Amount (BDT)

Declaration:

I/We do hereby certify and confirm that, I/we have understood all the rules/conditions relating to the account and must abide by rules/conditions. I/We do hereby declare that each of the statements given above and provided supporting documents are true and correct to the best of my/our knowledge. On your demand, I/we must submit any relevant necessary information/evidences in addition to the information already provided. I/We undertake and agree that I/we and my/our successors, jointly and severally, will always remain liable to repay the outstanding amount out of the facility that LankaBangla may grant to me/us considering this application. I/We understand and acknowledge that LankaBangla may grant or refuse facilities upon submission of this application form. It is within the sole discretion of LankaBangla whether it will allow or grant facilities upon submission of this application form. UNDERTAKING Annexure 'Ka'

Date: \_\_\_\_\_

LankaBangla Finance Limited

To

Safura Tower (Level - 11)

20 Kemal Ataturk Avenue

Banani, Dhaka 1213

Sub: Information relating ownership of borrower organization/individual

Dear Sir,

I, \_\_\_\_\_  
Proprietor/Partner/Director of

Father's Name :

Mother's Name :

Husband's/Wife's Name

(if applicable)

:

Permanent Address :

Present Address :

Business/Office

Address

:

National ID No. : Issue Date:

Contact No. :

TIN No. :

Date of Birth : Place of Birth:

I am applying in my own name/in the name of an organization under my ownership for sanction/renewal/rescheduling of Home/Rental/Commercial/Industrial/Agro-based/Manufacturing/Service/Trade/Finance/Real Estate Developer's Loan facility.

In addition to the organization mentioned above, I enclose herewith a list of business organizations in my own name/under my ownership/under my management and control. If any business organization other than as mentioned below is found in my own name/under my ownership/under my management and control, I shall be accountable and punishable for false statement and misrepresentation. The Authority can take any legal action against me for suppressing facts and I shall be obliged to accept any decision.

Sl.

No.

Name of

Enterprise

Permanent

Address

Business

Address

If the enterprise is enjoying any credit facility

Yes No

Name of Bank/Financial

Institution  
Name of Branch

Please attach separate sheet, if required

I shall notify any change in the above-mentioned information within 14 days of the change, in failure of which the Authority can take any legal action against me.

Attested by  
Signature

:

Signature

:

Name : Name :  
Seal : Name of Borrowing  
Enterprise

:

Date : Date : Co-Applicant/Guarantor's Signature

Date

Photograph

(Self attested &  
attested by the  
Primary applicant)

Co-Applicant's/Personal Guarantor's Details

Business Card

GuarantorCo-Applicant

Declaration: I hereby inform you that I intend to stand as a Guarantor/Joint Applicant in connection with a loan facility and I furnish the following statement with full knowledge of the liability to be assumed and knowing that in considering credit to the applicant you will rely on the particular given below-

Name: .....

bvg: .....

Father's Name: .....

gcZvi bvg: .....

Mother's Name: .....

gvZvi bvg: .....

Date of Birth: DD / MM / YYYY Place of Birth..... Gender Male Female

Marital Status: Single/Married/Widow/Others: .....

Highest Education Level: SSC/HSC/Graduate/Post Graduate/Others: .....

Professional Status: Salaried/Businessman/Professional/Land Lord. Nationality : Bangladeshi Religion: .....

National ID No.: ..... e-TIN: .....

Birth Registration Certificate No.: ..... Residence Status: Resident Non Resident

Other Photo ID Type & No.: ..... Number of Dependent(s): .....

Existing Relationship with LBFL: .....

#### FAMILY INFORMATION

Spouse Information Name: .....

^vgx/\_xi Z\_ bvg: .....

Profession: ..... Land Phone: .....

Mobile: ..... E-mail: .....

Child Information: .....

#### PERSONAL DETAILSCONTACT DETAILS

Current Residence Address: .....

Avevm~tji eZ@gvb wVKvbv: .....

Residential Status: Owned/Rented/Family Owned/Others: .....  
Years in Current Address: ..... Rent Per Month  
(If Rented): .....  
Permanent Address: .....  
(Information of Home District)

.....  
Fax: wVKvby: .....

Contact Number: Residence: ..... Mobile: .....  
Fax: ..... E-mail: .....  
Additional Address: .....

#### SALARIED/BUSINESSMAN/PROFESSIONAL INFORMATION

Name of the Employer/Organization: .....  
Designation & Department: .....  
Employment Status: Permanent/Contractual/Other: .....  
Nature of Business: .....  
Equity Share (%): ..... Main Products & Services: .....  
Length of Service/Business: ..... Date of Joining: .....  
Office/Company Address: .....

Office Phone: ..... Mobile: .....  
Office Permits Status: Owned/Rented/Others: .....  
Date of Inception of the Company: .....  
Legal Status of the Company/Organization: Proprietorship/Partnership/Private Ltd./Public Ltd.  
Previous Office/Organization: ..... Designation & Department: .....  
Previous Office/Organization address: .....

..... Previous Office Phone: .....  
Length of Service in Previous Organization: ..... Total Length of Service/Business: .....

#### APPLICABLE FOR SELF-EMPLOYED ONLY

Number of Consultancy: ..... Daily/Weekly/Monthly/Others: .....  
Name of Chamber and Address: .....  
..... Phone: .....

#### LAND LORD/LAND LADY

Type of Rented Premises: Commercial/Residential/Both ..... Number of Floor Rented: .....  
Address of Rented Premises: .....

..... Rented Area in SFT (approx.): .....

Land Phone: ..... Mobile: .....

Co-Aplicant/Guarantor's Signature

Date: DD / MM /

#### CREDIT CARD RELATED INFORMATION

Amount (BDT) Assets Details

Cash

In Hand

At Bank

Fixed Deposits

Name of Bank

Name of Bank

Investment

Bond/Savings Certificate

Share Portfolio

Type

Name

Name

Name of Brokerage House-

Land & Building

Agricultural

Non-Agricultural

## Details

## Vehicles

3. \_\_\_\_\_

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Credit Card No.

Note: Please attach additional sheet (if required)

BDT.

Supporting Docs Provided

Supporting docs  
provided

Declaration:

I/We do hereby certify and confirm that, I/we have understood all the rules/conditions relating to the account and must abide by rules/conditions. I/We do hereby declare that each of the statements given above and provided supporting documents are true to the best of my knowledge. On your demand, I/we must submit any relevant necessary information/evidences in addition to the information already provided. I/We undertake and agree that I/we and my/our successors, jointly and severally, will always remain liable to repay the outstanding loan out of the facility that LankaBangla may grant to me/us considering this application. I/We understand and acknowledge that LankaBangla may grant facilities upon submission of this application form. It is within the sole discretion of LankaBangla whether it will allow or grant facilities on this application form.

Co-Applicant/Guarantor's Signature

Date: DD / MM /

Date: \_\_\_\_\_

LankaBangla Finance Limited

To

Safura Tower (Level - 11)

20 Kemal Ataturk Avenue

Banani, Dhaka 1213

Sub: Information relating ownership of borrower organization/individual

Dear Sir,

I, \_\_\_\_\_

Proprietor/Partner/Director of \_\_\_\_\_

Father's Name :

Mother's Name :

Husband's/Wife's Name  
(if applicable)

:

Permanent Address :

Present Address :

Business/Office

Address

:

National ID No. : Issue Date:

Contact No. :

TIN No. :

Date of Birth : Place of Birth:

I am applying in my own name/in the name of an organization under my ownership for sanction/renewal/rescheduling of Home/Rental/Commercial/Industrial/Agro/Export/Import/Trade/Investment/Real Estate Developer's Loan facility.

In addition to the organization mentioned above, I enclose herewith a list of business organizations in my own name/under my ownership/under my management and control. If any business organization other than as mentioned below is found in my own name/under my ownership/under my management and control, I shall be accountable and punishable for false statement and misrepresentation. The Authority can take any legal action against me for suppressing facts and I shall be obliged to accept any decision.

Sl.

No.

Name of

Enterprise

Permanent

Address

Business

Address

If the enterprise is enjoying any credit facility

Yes No

Name of Bank/Financial

Institution

Name of Branch

Please attach separate sheet, if required

I shall notify any change in the above-mentioned information within 14 days of the change, in failure of which the Authority can take any legal action against me.

Attested by

Signature

:

Signature

:

Name : Name :

Seal : Name of Borrowing  
Enterprise

:

Date : Date : Guarantor's Signature

Date: DD / MM / YYYY

Photograph of

Guarantor

(attested by

Applicant &

Co-applicant)

Business Card

Personal Guarantor's Details

Declaration: I hereby inform you that I intend to stand as a guarantor in connection with a loan facility and I furnish the following statement with full knowledge of the liability to be assumed and knowing that in considering credit to the applicant you will rely on the particular given below

Name: .....

bvg: .....

Father's Name: .....

vcZvi bvg: .....

Mother's Name: .....

gvZvi bvg: .....

Date of Birth: DD / MM / YYYY Place of Birth..... Gender Male Female

Marital Status: Single/Married/Widow/Others: .....

Highest Education Level: SSC/HSC/Graduate/Post Graduate/Others: .....

Professional Status: Salaried/Businessman/Professional/Land Lord. Nationality : Bangladeshi Religion: .....

National ID No.: ..... e-TIN: .....

Birth Registration Certificate No.: ..... Residence Status: Resident Non Resident

Other Photo ID Type & No.: ..... Number of Dependent(s): .....

Existing Relationship with LBFL: .....

#### FAMILY INFORMATION

Spouse Information Name: .....

^vgx/ xi Z\_ bvg: .....

Profession: ..... Land Phone: .....

Mobile: ..... E-mail: .....

Child Information: .....

PERSONAL DETAILS Guarantor's Signature

Date: DD / MM / YYYY

CONTACT DETAILS

Current Residence Address: .....

Avevm~tjji eZ@gvb wVKvbv: .....

Residential Status: Owned/Rented/Family Owned/Others: .....

Years in Current Address: ..... Rent Per Month

(If Rented): .....

Permanent Address: .....

(Information of Home District)

~vqx wVKvbv: .....

Contact Number: Residence: .....

Mobile: .....

Fax: .....

E-mail: .....

Additional Address: .....

SALARIED/BUSINESSMAN/PROFESSIONAL INFORMATION

Name of the Employer/Organization: .....

Designation & Department: .....

Employment Status: Permanent/Contractual/Other: .....

Nature of Business: .....

Equity Share (%): ..... Main Products & Services: .....

Length of Service/Business: ..... Date of Joining: .....

Office/Company Address: .....

Office Phone: .....

Mobile: .....

Office Permits Status: Owned/Rented/Others: .....

Date of Inception of the Company: .....

Legal Status of the Company/Organization: Proprietorship/Partnership/Private Ltd./Public Ltd.

Previous Office/Organization: ..... Designation & Department: .....

Previous Office/Organization address: .....

Previous Office Phone: .....

Length of Service in Previous Organization: ..... Total Length of Service/Business: .....

APPLICABLE FOR SELF-EMPLOYED ONLY

Number of Consultancy: ..... Daily/Weekly/Monthly/Others: .....

Name of Chamber and Address: .....

Phone: .....

LAND LORD/LAND LADY

Type of Rented Premises: Commercial/Residential/Both

Number of Floor Rented: .....

Address of Rented Premises: .....

Rented Area in SFT (approx.): .....

Land Phone: .....

Mobile: .....

CREDIT CARD RELATED INFORMATION

Amount (BDT) Assets Details

Cash

In Hand

At Bank

Fixed Deposits

Name of Bank

Name of Bank

Investment

Bond/Savings Certificate

Share Portfolio

Type

Name

Name\_\_\_\_\_

Name of Brokerage House-

Land & Building

Agricultural

Non-Agricultural

Building

Area & Location\_\_\_\_\_

Details\_\_\_\_\_

Area & Location\_\_\_\_\_

Details\_\_\_\_\_

Area & Location\_\_\_\_\_

Details\_\_\_\_\_

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\_\_\_\_\_

Vehicles

\_\_\_\_\_

Others (Please describe)

Liabilities:

Note: Please attach additional sheets (if required)

Total Assets=

Total Liabilities=

Bank/FI's

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Finance

type

Sanction

amount

Outstanding

amount Term EMI

(BDT)

Total Net Worth (Total Asset - Total Liabilities)

Please fill up the information if being a card used:

Issuing Organization Name

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Credit Card No.

Note: Please attach additional sheet (if required)

BDT.

I hereby certify and affirm that each of the statements given above and provided supporting documents are true and accurate.

Supporting Docs Provided

Supporting docs

provided

Guarantor's Signature

Date: DD / MM / YYYYUNDERTAKING Annexure 'Ka'

Date: \_\_\_\_\_

LankaBangla Finance Limited

To

Safura Tower (Level - 11)

20 Kemal Ataturk Avenue

Banani, Dhaka 1213

Sub: Information relating ownership of borrower organization/individual

Dear Sir,

I, \_\_\_\_\_

Proprietor/Partner/Director of

Father's Name :

Mother's Name :

Husband's/Wife's Name

(if applicable)

:

Permanent Address :

Present Address :

Business/Office

Address

:

National ID No. : Issue Date:

Contact No. :

TIN No. :

Date of Birth : Place of Birth:

am applying in my own name/in the name of an organization under my ownership for sanction/renewal/rescheduling of Home/R  
Estate Developer's Loan facility.

In addition to the organization mentioned above, I enclose herewith a list of business organizations in my own name/under my ownership/under my management and control. If any business organization other than as mentioned below is found in my o  
name/under my ownership/under my management and control, I shall be accountable and punishable for false statement and  
misrepresentation. The Authority can take any legal action against me for suppressing facts and I shall be obliged to accept any  
decision.

Sl.

No.

Name of

Enterprise

Permanent

Address

Business

Address

If the enterprise is enjoying any credit facility

Yes No  
Name of Bank/Financial  
Institution  
Name of Branch

Please attach separate sheet, if required

I shall notify any change in the above-mentioned information within 14 days of the change, in failure of which the Authority can take any legal action against me.

Attested by  
Signature

:

Signature

:

Name : Name :  
Seal : Name of Borrowing  
Enterprise

:

Date : Date : Notes:Notes:LOAN AGREEMENT

Loan Agreement No. Dated: .....

BETWEEN

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani, Dhaka-1213, hereinafter called "LANKABANGLA" (which expression otherwise requires include its successors and assigns) of the ONE part;

AND

Mr./Ms. ....

son/daughter/wife of .....

(Mother's Name: .....

residence address.....

and permanent address at .....

(hereinafter called "the Borrower", which expression shall unless the context otherwise requires include his/her heirs, successors of the OTHER part.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE- 1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

a) "Equated Monthly Installment (EMI)" means the amount of monthly payment necessary to amortize the loan along with interest over the period of the Loan.

b) "Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any other charge whatsoever, howsoever created or arising and whether relating to existing or future assets.

c) "Loan" means the loan amount granted by LankaBangla to the Borrower in accordance with the terms and conditions of this Agreement as described in Article 2.1 hereto and for the time being outstanding.

d) "Loan Documents" shall mean this Loan Agreement, all the agreements, deeds, instruments and documents executed between the Borrower and LankaBangla or in favour of LankaBangla, including the Security Documents, for effecting the Loan contemplated hereunder.

e) "Material Adverse Effect" or "Material Adverse Change" means the effect or change of any event or circumstance which is or is likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan Documents in a timely manner; or is or is reasonably likely to be prejudicial in a material and adverse respect to the interests of LankaBangla under the Loan Documents.

f) "Pre Equated Monthly Installment Interest (PEMII)" means interest at the rate indicated in Article 2.2, on the Loan from the date of disbursement to the date immediately prior to the date of commencement of EMI.

- g) "Prepayment" means premature repayment of the outstanding loan amount (including principal and interest) as per the terms laid down by LANKABANGLA and any other charges, loss of interest, fees etc. payable in that behalf and in force at the time of prepayment.
- h) "Rate of Interest (ROI)" means the rate of interest which is payable by the Borrower to LankaBangla for the Loan during the term of the Loan and is determined in accordance with Article 2.2 of this Agreement.
- i) The term "repayment" means the repayment of the principal amount of loan, interest thereon, and any other additional or periodical charges, reimbursement of costs and/or expenses, fees or other kind of dues payable in terms of this Agreement to LANKABANGLA in particular, amortization provided for in Article 2.6 of this Agreement.
- j) "Schedule" means the Schedule written after Article -10 of this Agreement.
- k) "Security Documents" mean the documents listed in Article 3 hereunder.

1.2 The term and expression not herein defined shall where the interpretation and meaning have been assigned to them in terms of the Interpretation Act, 1897, have that interpretation and meaning.

1.3 The term "Construction" shall mean and include new construction/extension/ improvement/repairs/renovation.

1.4 The term house includes flat, apartment, twin house, row house or any other structure used for residential or commercial purposes whether constructed or under construction, complete or incomplete.

1.5 The term purchase shall mean and include acquisition of a plot of land/ready built/under construction building/flat or any other structure mentioned in 1.6 above.

## ARTICLE -2 LOANS, INTEREST etc.

### 2.1 Amount of Loan

2.1.1 Subject to clause 4 hereunder, upon request of the Borrower, LANKABANGLA agrees to lend to the Borrower home loan of amount of Taka ..... (Bangladeshi Taka .....)

(the "Loan") for the purpose of buying ..... apartments occupying on the ..... measuring total ..... square feet and ..... square feet total space measuring ..... square feet on the terms of the Loan.

2.1.2 The Loan shall be provided for a period ..... calendar months.

### 2.2 Interest

a. Until and as varied by LANKABANGLA in terms of this Agreement, the rate of interest applicable to the Loan as at the date of this Agreement .....% p.a. and shall be on an adjustable interest rate basis. Provided that from time to time LANKABANGLA in its sole discretion modify the Rate of Interest prospectively on the Loan with or without serving notice to the Borrower and henceforth the rate of interest as modified shall be applicable to the Loan.

b) The Borrower shall reimburse or pay to LANKABANGLA such amount as may have been paid or payable by LANKABANGLA on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Government. The reimbursement shall be made by the Borrower as and when called upon to do so by LANKABANGLA.

### 2.3 Computation of Interest

The EMI shall be calculated, on the basis of annual rests, or quarterly rests or monthly rests as specified in the Schedule, at the rate of interest applicable or as modified under Article 2.2 and is rounded off to the next Taka. Interest shall be computed on the basis of a year of 365 days and sixty five days and three hundred sixty six days for a leap year.

### 2.4 Details of Disbursement

The Loan shall be disbursed in one lump-sum or in suitable installments to be decided by LANKABANGLA with reference to the requirements for the construction of the house (which decision shall be final and binding on the Borrower).

### 2.5 Mode of Disbursement

All payments to be made by LANKABANGLA to the Borrower under or in terms of this agreement by cheque duly crossed and payable to the order of the Borrower only" and any other cost(s) and/or expense(s) related to collection, if any, in respect of all such cheques will have to be borne by the Borrower. The interest on the Loan shall accrue as and from the date of delivery/dispatch handing over of the cheque irrespective of the time of transit/collection/realization of the cheque by the Borrower or his/her bank.

### 2.6 Amortization

a) Subject to Article 2.2 and the provision for variation/modification of rate of interest, etc. contained in this agreement the Borrower shall amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which disbursement of the Loan has been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month.

b) In addition to (a) above, the Borrower shall pay the PEMII to LANKABANGLA every month, if applicable.

c) Notwithstanding what is stated Article 2.6(a) above and in the Schedule, LANKABANGLA shall have the right at all time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as LANKABANGLA may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof in accordance with the revised Schedule as may be determined by LANKABANGLA in its sole discretion and be communicated to the Borrower by LANKABANGLA in writing.

d) All payments by the Borrower under this Agreement shall be made net of all taxes or other deductions and if any withholding tax is applicable to be paid, then all relevant payments will be grossed up by the Borrower accordingly.

e) If any repayment date falls on a non Business Day, repayment shall be made on the next succeeding Business Day and/or falls in the next calendar month of the year, on the preceding Business Day.

f) The Borrower shall of his/her own accord send / furnish to LANKABANGLA a statement of his/her income, every year from the date of the Loan. However, LANKABANGLA shall have the right to require the Borrower to furnish such information/documents concerning his/her income, trade, business or profession or place of business and stay at any time and the Borrower shall furnish such information/documents accordingly.

g) The Borrower shall also make balloon/lump-sum payments as and when required by LankaBangla.

h) Save and except as provided under sub-article (g) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation/modification in the applicable Rate of Interest and as a result of this the number of EMI's is liable to vary. The number of EMI's shall be given by LANKABANGLA as to the number of EMI's required to be paid by the Borrower upon each rate of interest modification. Provided however, the information as to the applicable/applied rate of interest during the financial year of LANKABANGLA and the number of EMI's payable from the last interest rate modification/application during such year may be intimated by LANKABANGLA at its sole discretion to the Borrower annually. The Borrower shall pay EMI's until the loan together with interest is paid in full.

i) Notwithstanding anything to the contrary contained in this Agreement, having regard to the applicable rate of interest for the financial year of LANKABANGLA, LANKABANGLA shall be entitled to increase the EMI amount suitably if:

(i) the said EMI would lead to negative amortization (i.e. EMI not being adequate to cover interest in full), and or

(ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by LANKABANGLA.

(iii) The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by LANKABANGLA and intimated to the Borrower by LANKABANGLA.

j) LANKABANGLA may vary its applicable rate of interest from time to time in such manner including as to loan amounts as may be deemed fit in its own discretion.

#### 2.7 Delay in payment of EMI etc.

a) No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI or PEMII regularly. It shall be entirely his/her responsibility to ensure prompt and regular payment of EMI or PEMII.

b) The delay in payment of EMI or PEMII shall render the Borrower liable to additional interest payable @ 4% percent per month or at such higher rate as per sole discretion of LANKABANGLA in that behalf as in force or be enforced from time to time. In such event, the Borrower shall also be liable to pay to LANKABANGLA any amount of other incidental expense(s) and/or cost(s) incurred or to be incurred by LANKABANGLA.

#### 2.8 Pre-payment

LANKABANGLA in its sole discretion and on such terms as determined by LankaBangla may require the Borrower to prepay the EMI to LANKABANGLA.

#### 2.9 Commitment Charges

The Borrower shall pay to LANKABANGLA a commitment charge on the principal amount of the Loan or any part thereof as the same may be determined by LANKABANGLA. The commitment charge shall not have been drawn and shall not have been cancelled by LANKABANGLA, as per the rules of LANKABANGLA in that behalf as in force from time to time.

#### 2.10 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein, LANKABANGLA may, by notice to the Borrower suspend or cancel the disbursement of the Loan if the Loan shall not have been fully drawn within 12 months from the date of the Sanction Letter being no. .... dated .....(Sanction Letter).

#### 2.11 Alteration and Re-Scheduling of Equated Monthly Installments

If the Loan is not totally drawn by the Borrower within a period of 12 months from the date of Sanction Letter, the EMI may be altered or re-scheduled in such manner and to such extent as LANKABANGLA may, in its sole discretion, decide and the repayment will be made accordingly. The alteration and re-scheduling notwithstanding anything stated in Article 2.6 and schedule.

#### 2.12 Liability of Borrower to be Joint and Several

The liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement shall be joint and several and shall be executed by the Borrower with LANKABANGLA in respect of the Loan or any other loan or loans.

#### 2.13 Cessation of Employment

Upon the Borrower opting for any scheme or accepting any offer from his/her employer providing for any benefit for resigning from employment prior to superannuation, or upon the employer terminating his/her employment for any reason or upon the Borrower retiring from the service of the employer or any reason whatsoever or death, then notwithstanding anything to the contrary contained in this agreement or any letter or document the entire outstanding principal amount of the Loan as well as any outstanding interest and other charges shall be payable by the Borrower/heirs to LANKABANGLA from the amount or amounts receivable by him from the employer upon resignation, offer, or any terminal benefit, as the case may be, Provided- however, in the event of the said amount or amounts being insufficient to discharge the sums to LANKABANGLA in full the amount remaining due to LANKABANGLA shall be paid by the Borrower in such manner as may be decided by LANKABANGLA at its sole discretion and such payment shall be made by the Borrower accordingly notwithstanding anything stated in Article 2.6 and schedule.

The Borrower hereby irrevocably empowers authorizes LANKABANGLA to communicate with and receive the said amounts from the employer.



directly.

### ARTICLE -3 SECURITY

3.1 The Borrower agrees and undertakes that the Loan any other dues under this Agreement shall be secured by the following:

i. registered mortgage over the Property described in the schedule (hereinafter referred to as "the Property") in favour of LankaBangla along with an Irrevocable General Power of Attorney to be executed/executed by the Borrower in favour of LankaBangla registered with the relevant sub-registrar.

ii. .... number of cheques (i.e. ....Post date cheques covering entire receivables & one cheques for other receivables issued by the Borrower in favour of LankaBangla.

iii. Personal Guarantee from Mr./Mrs. .... of .....

& ..... of the Borrower/Co-Borrower.  
i. Demand Promissory Note to be executed/executed by the Borrower in favour of LankaBangla.  
ii. Letter of Continuity to be executed/executed by the Borrower in favour of LankaBangla.

3.2 The Borrower shall comply with the following:

a) To give a declaration to the effect that the Borrower has a clear and marketable title to the Property offered as security, free from all doubts and Encumbrances, and that the Borrower indemnifies and keeps LANKABANGLA saved, secured and harmless against all claims ever.

b) To execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the term of the Loan /or any other loan or loans granted by LANKABANGLA hereafter.

### ARTICLE -4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

4.1 a) The Borrower assures LANKABANGLA that he/she has, prior to receiving the disbursement of the Loan this day as afore said, made his own contribution i.e. the cost of the unit less LANKABANGLA's Loan.

b) The Borrower assures LANKABANGLA that he/she has absolute, clear and marketable title to the Property to be mortgaged as security for the Loan and that the said Property is absolutely unencumbered, undisputed and free from any liability whatsoever.

4.2 The obligation of LANKABANGLA to make any disbursements under the Loan Agreement shall also be subject to the following conditions:

a) No event of default, as defined in Article 7, has occurred.

b) Any disbursement under the Loan shall, at the time of request therefore, be needed immediately by the Borrower for the purpose of purchase or construction of the Property, as the case may be, and the Borrower shall produce such evidence of the proposed utilisation of the disbursement as is found satisfactory by LANKABANGLA.

c) The Borrower shall have satisfied LANKABANGLA about the utilization of the proceeds of any prior disbursements.

### ARTICLE -5 COVENANTS

#### 5.1 Particular Affirmative Covenants

a) The Borrower shall utilize the entire Loan for the purchase/construction of the property as indicated by him in his/her loan application and for no other purpose whatsoever.

b) The Borrower covenants that he/she shall complete the said construction as indicated by him in his/her loan application or construction and obtain and produce to LANKABANGLA a proper completion certificate issued by the concerned authority.

c) The Borrower shall maintain the property in good order and condition and will make all necessary repairs, additions and improvements during the continuance of the loan at his/her own cost.

d) The Borrower shall notify any change in his/her employment, business or profession within 7 days of the change. The Borrower shall inform any change of correspondence address immediately with affecting such change.

e) Borrower shall ensure that he complies with all applicable laws (including rules and regulations of various authorities), for the time being in force.

The Borrower further covenants that he shall pay all the charges, including maintenance charges for the scheduled property, and all other expenses.

f) Notwithstanding anything stated hereinbefore, the Borrower shall be vigilant and shall see that the property is always duly and properly insured against fire and other hazards, LANKABANGLA being made the sole beneficiary under the policy, for a value as required by LANKABANGLA, during the continuance of the loan and produce evidence thereof to LANKABANGLA each year and whenever called for.

5.2 The Borrower shall duly furnish details of any additions/alteration in the property, within approved plan, which might be proposed during the continuance of the loan.

5.3 The Borrower agrees to the fact that LANKABANGLA or any person authorized by LANKABANGLA shall have free access to the property for the purpose of inspection/supervision and that the Borrower shall allow LANKABANGLA to inspect the progress of construction, execution of construction to ensure proper utilization of the loan, and/or to put up a board at some conspicuous place of the property stating "The property is mortgaged with LANKABANGLA" and/or any other notice(s) on the property at the sole discretion of LANKABANGLA.

The Borrower shall not object to or raise any question against such deeds and activities.

5.4 That the Borrower hereby confirms and undertakes that the title over the Property of the owner from whom the Borrower has purchased/purchase/already purchased the Property is clean, genuine, unencumbered and the Borrower has investigated these matters and is satisfied before approaching to LankaBangla for financing the Property. The Borrower further confirms that the Borrower shall acquire /has acquired the Property in due legal process and thereby shall acquire/has already acquired the Property with good title. If any dispute arises

Property in any manner whatsoever at any point of time, then the Borrower shall fully indemnify LANKABANGLA and in that case shall be at sole discretions to take such steps as it may deem fit including but not limited to call back the total loan facility in which event the Borrower shall pay off the total loan within 07 days from the date of such calling.

#### 5.5 Negative covenants

Unless LANKABANGLA shall otherwise agree:

- a) The Borrower shall not sell mortgage, lease, and surrender or otherwise howsoever alienate the property or any part thereof.
- b) The Borrower shall not make any change in the declared use of the property. If the property is used for any other purpose in any other action which LANKABANGLA might take, LANKABANGLA shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix.
- c) The Borrower shall not amalgamate or merge his/her property with any other adjacent property nor create any right of way or easement on or through the property.
- d) The Borrower shall not stand surety/guarantee the repayment of any loan or the purchase price of any asset without the written consent of LANKABANGLA.
- e) The Borrower shall not leave Bangladesh for employment or business or long term stay abroad without informing LANKABANGLA. Reason he/she leaves the country, he/she must arrange payment of EMI regularly.

#### ARTICLE-6 BORROWER'S WARRANTIES

6 The Borrower hereby warrants and undertakes to LANKABANGLA as follows:

- a) The Borrower confirms the accuracy and authenticity of the information given in his/her loan application made to LANKABANGLA and the information furnished prior to or after the same till this date.
- b) The Borrower confirms the receipt of the Sanction Letter with the terms and conditions mentioned therein and accepting the same by the copy marked "Acceptance Copy" and returning it to LANKABANGLA.
- c) Subsequent to the loan application there has been no Material Adverse Change affecting the purchase/construction of the Property or grant of the Loan as prayed for in the loan application.
- d) There are no mortgages, charges, lis pendens or liens or other encumbrances or any rights of way, light or water or other easements or support on the whole or any part of the Property of the Borrower.
- e) The Borrower is not a party to any legal proceeding affecting his/her properties and that there is no reason likely to give rise to or material claims against the Borrower.
- f) The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the Property or of any material defect in the Property or its title which has remained undisclosed and/or which may affect LANKABANGLA adversely.
- g) The Borrower's Property is not included in or affected by any of the schemes of Government or of the improvement trust or of any body or local authority or by any alignment, widening or construction of road under any scheme of the Government or of any statutory authority.
- h) No suit is pending in any Court of Law in respect of the Property to be mortgaged with LANKABANGLA nor has the Borrower received any Notice for infringing the provisions of any act relating to local bodies or Local Authorities or with any other process under law in Bangladesh.
- i) The Borrower has disclosed all facts relating to his/her Property to LANKABANGLA and has made available to them all the title documents in his possession.
- j) The Borrower has paid all public dues or demands such as Income Tax and all the other taxes and revenues payable to the Government of Bangladesh or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- k) It shall be the Borrower's obligation to keep himself acquainted with the rules of LANKABANGLA, herein referred to/ and those which may be from time to time.
- l) The Borrower declares that he/she has scrutinized and is satisfied with the building plan, commencement certificate and all the necessary permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.

#### ARTICLE-7 EVENTS OF DEFAULT AND REMEDIES OF LANKABANGLA

If one or more of the events specified in this Article (hereinafter called "Events of Default") shall have happened, then, LANKABANGLA may give notice to the Borrower and may immediately declare the entire principal and all accrued interest on the Loan that may be payable by the Borrower or in terms of this Agreement and/or any other Agreement/s, document/s subsisting between the Borrower and LANKABANGLA and all charges, incidental expenses, costs and any other dues to be accrued forthwith and upon such declaration the same shall become due and payable forthwith and the security in relation to all Loans shall become enforceable, notwithstanding anything to the contrary in this Agreement/s or document/s.

##### 7.1 Events of Default

- a) the Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable or fails to perform any obligations under this Agreement;
- b) any representation, warranty or statement which is made (or deemed to have been made) by the Borrower in this Agreement or commencement certificate, statement, in connection with this Agreement proves to be incorrect in with references to the fact and circumstances at such time would not be accurate in all material respects;
- c) there is a Material Adverse Change in the Borrower's financial position;

d) there is any change in the directives of the Government of Bangladesh which, in the opinion of the Lender, would prejudice the ability to meet its financial obligations in respect of this Facility;

e) any indebtedness of the Borrower becomes due or capable of being declared due before its stated maturity, any guarantee of the Borrower is not discharged at maturity or when called or the Borrower goes into default under, or commits a breach of, an agreement relating to any such indebtedness, guarantee or other obligation;

f) any petition or application is made for the appointment of a trustee, administrator, receiver or similar officer in respect of all or business or assets of the Borrower;

g) the Borrower changes or threatens to change the nature or scope of its business/service, or any governmental authority expropriates or threatens to expropriate all or part of its assets and the result of any of foregoing is, in the determination of the Lender, to affect its financial condition, his ability to perform its obligations under this Agreement;

h) any provision of this Agreement is or becomes for any reason, invalid or unenforceable or any consent or approval required for the performance of its obligations hereunder is revoked or modified.

i) Any information given by the Borrower in his/her loan application to LANKABANGLA for financial assistance is found to be materially incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.

j) If there is reasonable apprehension that the Borrower is unable to pay his/her debts or proceedings for classifying him as insolvent have commenced.

k) If the property given as security depreciates in value to such an extent that, in the opinion of LANKABANGLA, further security of LANKABANGLA should be given and such security is not given, in spite of being called upon to do so.

l) If the Borrower's Property which is pledged as security to LANKABANGLA for the loan is sold, disposed of charged, encumbered or mortgaged.

m) If an attachment or restraint is levied on the Mortgaged Property or any part thereof, and/or certificate proceedings are taken for recovery of any dues from the Borrower.

n) If the Borrower fails to furnish information/documents as required by LANKABANGLA under the provisions of this Agreement.

o) If the Borrower shall become bankrupt or insolvent.

## 7.2 Expenses of Preservation of Assets of the Borrower and of Collection

All reasonable costs incurred by LANKABANGLA after an Event of Default has occurred in connection with:

I) Preservation of the Borrower's assets whether now or hereafter existing) or

II) Collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed to LANKABANGLA as LANKABANGLA may specify.

## ARTICLE -8 WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to LANKABANGLA upon any default under this Agreement or deed or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver thereof by it in any default, affect or impair any right, power or remedy of LANKABANGLA in respect of any other default.

## ARTICLE- 9 EFFECTIVE DATE OF AGREEMENT

The Agreement shall be in force till all the moneys due and payable to LANKABANGLA under this Agreement as well as the Financial Documents that may be subsisting/executed between the Borrower and LANKABANGLA are fully paid.

## ARTICLE- 10 MISCELLANEOUS

10.1 All moneys due and payable by the Borrower to LANKABANGLA under or in terms of this Agreement shall be paid at the residence of LANKABANGLA by cheque, or bank draft, drawn in favour of LANKABANGLA in a schedule bank in the town or city where such office is situated or in any other manner as may be approved by LANKABANGLA and shall be so paid as to enable LANKABANGLA to receive the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft will be given only on realisation thereof by LANKABANGLA.

10.2 a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan from LANKABANGLA. The Borrower shall also permit similar inspection by officers of such other companies, banks, institution or other bodies as LANKABANGLA may approve, authorize or nominate.

b) LANKABANGLA shall have the right to create charge over the property in favour of any company, bank, institution or body as security for any re-finance facility or any loan availed of by LANKABANGLA from such company, bank, institution or body;

c) LANKABANGLA shall also have the right to transfer or assign the mortgage over the property in favour of any company, bank, institution or body in connection with any sale or transfer of the Loan by LANKABANGLA to them.

d) LANKABANGLA shall have the authority to make available any information contained in the loan application form and/or any other document or paper or statement submitted to LANKABANGLA by or on behalf of the Borrower and/or pertaining or relating to the Loan, to any rating or other agency or institution or body as LANKABANGLA in its sole discretion may deem fit.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

10.4 Any notice or request required or permitted to be given or made under this Agreement to LANKABANGLA or to the Borrower shall be in writing. such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand mail or telegraph to the party to which it is required or permitted to be given or made at such party's address specified at the beginning of this Agreement. IN WITNESS WHEREOF the parties hereto have signed on the date first above written.

Signed and Delivered by the within-named  
LANKABANGLA FINANCE LIMITED

1..... 2.....

its authorized signatory its authorized signatory

Signed and Delivered by the within-named Borrower/s  
Signature & Date:

.....  
Name:

Witness: Witness:

1. ....

2.....

Name: Name:

Address: Address: LOAN AGREEMENT

Loan Agreement No. Dated: .....

BETWEEN

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani, Dhaka-1213, hereinafter called "LANKABANGLA" (which expression otherwise requires include its successors and assigns) of the ONE part;

AND

Mr./Ms. ....

son/daughter/wife of .....

(Mother's Name: .....

residence address.....

.....  
and permanent address at .....

(hereinafter called "the Borrower", which expression shall unless the context otherwise requires include his/her heirs, successors of the OTHER part.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

#### ARTICLE- 1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

a) "Equated Monthly Installment (EMI)" means the amount of monthly payment necessary to amortize the loan along with interest over the period of the Loan.

b) "Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any other charge whatsoever, howsoever created or arising and whether relating to existing or future assets.

c) "Loan" means the loan amount granted by LankaBangla to the Borrower in accordance with the terms and conditions of this Agreement as described in Article 2.1 hereto and for the time being outstanding.

d) "Loan Documents" shall mean this Loan Agreement, all the agreements, deeds, instruments and documents executed between the Borrower and LankaBangla or in favour of LankaBangla, including the Security Documents, for effecting the Loan contemplated hereunder.

e) "Material Adverse Effect" or "Material Adverse Change" means the effect or change of any event or circumstance which is or is likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan Documents in a timely manner; or is or is reasonably likely to be prejudicial in a material and adverse respect to the interests of LankaBangla under the Loan Documents.

f) "Pre Equated Monthly Installment Interest (PEMI)" means interest at the rate indicated in Article 2.2, on the Loan from the date of disbursement to the date immediately prior to the date of commencement of EMI.

g) "Prepayment" means premature repayment of the outstanding loan amount (including principal and interest) as per the terms laid down by LANKABANGLA and any other charges, loss of interest, fees etc. payable in that behalf and in force at the time of prepayment.

h) "Rate of Interest (ROI)" means the rate of interest which is payable by the Borrower to LankaBangla for the Loan during the term and is determined in accordance with Article 2.2 of this Agreement.

i) The term "repayment" means the repayment of the principal amount of loan, interest thereon, and any other additional or peripheral charges, reimbursement of costs and/or expenses, fees or other kind of dues payable in terms of this Agreement to LANKABANGLA in particular, amortization provided for in Article 2.6 of this Agreement.

j) "Schedule" means the Schedule written after Article -10 of this Agreement.

k) "Security Documents" mean the documents listed in Article 3 hereunder.

1.2 The term and expression not herein defined shall where the interpretation and meaning have been assigned to them in terms of the Act, 1897, have that interpretation and meaning.

1.3 The term "Construction" shall mean and include new construction/extension/ improvement/repairs/renovation.

1.4 The term house includes ■at, apartment, twin house, row house or any other structure used for residential or commercial purposes constructed or under construction, complete or incomplete.

1.5 The term purchase shall mean and include acquisition of a plot of land/ready built/under construction building/■at or any other structure mentioned in 1.6 above.

ARTICLE -2 LOANS, INTEREST etc.

2.1 Amount of Loan

2.1.1 Subject to clause 4 hereunder, upon request of the Borrower, LANKABANGLA agrees to lend to the Borrower home loan of amount of Taka .....(Bangladeshi Taka.....

(the "Loan") for the purpose of buying ..... apartments occupying on the ..... measuring total ..... square feet and ..... square feet total space measuring ..... square feet on the terms

2.1.2 The Loan shall be provided for a period ..... calendar months.

2.2 Interest

a. Until and as varied by LANKABANGLA in terms of this Agreement, the rate of interest applicable to the Loan as at the date of this Agreement .....% p.a. and shall be on an adjustable interest rate basis. Provided that from time to time LANKABANGLA in its sole discretion modify the Rate of Interest prospectively on the Loan with or without serving notice to the Borrower and henceforth the rate of interest as modified shall be applicable to the Loan.

b) The Borrower shall reimburse or pay to LANKABANGLA such amount as may have been paid or payable by LANKABANGLA on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Government. The reimbursement payment shall be made by the Borrower as and when called upon to do so by LANKABANGLA.

2.3 Computation of Interest

The EMI shall be calculated, on the basis of annual rests, or quarterly rests or monthly rests as specified in the Schedule, at the rate applicable or as modified under Article 2.2 and is rounded off to the next Taka. Interest shall be computed on the basis of a year of 365 days and sixty five days and three hundred sixty six days for a leap year.

2.4 Details of Disbursement

The Loan shall be disbursed in one lump-sum or in suitable installments to be decided by LANKABANGLA with reference to the construction of the house (which decision shall be final and binding on the Borrower).

2.5 Mode of Disbursement

All payments to be made by LANKABANGLA to the Borrower under or in terms of this agreement by cheque duly crossed and cashed only" and any other cost(s) and/or expense(s) related to collection, if any, in respect of all such cheques will have to be borne by the Borrower. The interest on the Loan shall accrue as and from the date of delivery/dispatch handing over of the cheque irrespective of the time of transit/collection/realization of the cheque by the Borrower or his/her bank.

2.6 Amortization

a) Subject to Article 2.2 and the provision for variation/modification of rate of interest, etc. contained in this agreement the Borrower shall amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which disbursement of the Loan has been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month.

b) In addition to (a) above, the Borrower shall pay the PEMII to LANKABANGLA every month, if applicable.

c) Notwithstanding what is stated Article 2.6(a) above and in the Schedule, LANKABANGLA shall have the right at all time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as LANKABANGLA may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof in accordance with the revised Schedule as may be determined by LANKABANGLA in its sole discretion and be communicated to the Borrower by LANKABANGLA in writing.

d) All payments by the Borrower under this Agreement shall be made net of all taxes or other deductions and if any withholding tax is to be paid, then all relevant payments will be grossed up by the Borrower accordingly.

e) If any repayment date falls on a non Business Day, repayment shall be made on the next succeeding Business Day and/or if the repayment date falls in the next calendar month of the year, on the preceding Business Day.

f) The Borrower shall of his/her own accord send / furnish to LANKABANGLA a statement of his/her income, every year from the date of completion of the Loan. However, LANKABANGLA shall have the right to require the Borrower to furnish such information/documents concerning his/her income, trade, business or profession or place of business and stay at any time and the Borrower shall furnish such information/documents accordingly.

g) The Borrower shall also make balloon/lump-sum payments as and when required by LankaBangla.

h) Save and except as provided under sub-article (g) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation/modification in the applicable Rate of Interest and as a result of this the number of EMI's is liable to vary. The number of EMI's shall be given by LANKABANGLA as to the number of EMI's required to be paid by the Borrower upon each rate of interest modification. Provided however, the information as to the applicable/applied rate of interest during the financial year of LANKABANGLA and the EMI's payable from the last interest rate modification/application during such year may be intimated by LANKABANGLA at its option.

discretion to the Borrower annually. The Borrower shall pay EMI's until the loan together with interest is paid in full.

i) Notwithstanding anything to the contrary contained in this Agreement, having regard to the applicable rate of interest for the LANKABANGLA shall be entitled to increase the EMI amount suitably if:

(i) the said EMI would lead to negative amortization (i.e. EMI not being adequate to cover interest in full), and or

(ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by LANKABANGLA.

(iii) The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by LANKABANGLA intimated to the Borrower by LANKABANGLA.

j) LANKABANGLA may vary its applicable rate of interest from time to time in such manner including as to loan amounts as it deems fit in its own discretion.

#### 2.7 Delay in payment of EMI etc.

a) No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI or PEMII regularly shall be entirely his/her responsibility to ensure prompt and regular payment of EMI or PEMII.

b) The delay in payment of EMI or PEMII shall render the Borrower liable to additional interest payable @ 4% percent per month or at such higher rate as per sole discretion of LANKABANGLA in that behalf as in force or be enforced from time to time. In such event, the Borrower shall also be liable to pay to LANKABANGLA any amount of other incidental expense(s) and/or cost(s) incurred or to be incurred by LANKABANGLA.

#### 2.8 Pre-payment

LANKABANGLA in its sole discretion and on such terms as determined by LankaBangla may require the Borrower to prepay the EMI to LANKABANGLA.

#### 2.9 Commitment Charges

The Borrower shall pay to LANKABANGLA a commitment charge on the principal amount of the Loan or any part thereof as the same may be determined by LANKABANGLA. The commitment charge shall not have been drawn and shall not have been cancelled by LANKABANGLA, as per the rules of LANKABANGLA in that behalf as in force from time to time.

#### 2.10 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein, LANKABANGLA may, by notice to the Borrower suspend or cancel the disbursement of the Loan if the Loan shall not have been fully drawn within 12 months from the date of the Sanction Letter being no. .... dated .....(Sanction Letter).

#### 2.11 Alteration and Re-Scheduling of Equated Monthly Installments

If the Loan is not totally drawn by the Borrower within a period of 12 months from the date of Sanction Letter, the EMI may be altered or re-scheduled in such manner and to such extent as LANKABANGLA may, in its sole discretion, decide and the repayment will be accordingly altered. Such alteration and re-scheduling notwithstanding anything stated in Article 2.6 and schedule.

#### 2.12 Liability of Borrower to be Joint and Several

The liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement shall be joint and several of the Borrower and the Co-Borrower and shall be executed by the Borrower with LANKABANGLA in respect of the Loan or any other loan or loans.

#### 2.13 Cessation of Employment

Upon the Borrower opting for any scheme or accepting any offer from his/her employer providing for any benefit for resigning from employment prior to superannuation, or upon the employer terminating his/her employment for any reason or upon the Borrower retiring from the service of the employer or any reason whatsoever or death, then notwithstanding anything to the contrary contained in this agreement or any letter or document the entire outstanding principal amount of the Loan as well as any outstanding interest and other charges shall be payable by the Borrower/heirs to LANKABANGLA from the amount or amounts receivable by him from the employer under any offer, or any terminal benefit, as the case may be, Provided- however, in the event of the said amount or amounts being insufficient to discharge the sums to LANKABANGLA in full the amount remaining due to LANKABANGLA shall be paid by the Borrower in such manner as may be decided by its sole discretion and such payment shall be made by the Borrower accordingly notwithstanding anything stated in Article 2.6 and schedule.

The Borrower hereby irrevocably empowers authorizes LANKABANGLA to communicate with and receive the said amounts from the employer directly.

#### ARTICLE -3 SECURITY

3.1 The Borrower agrees and undertakes that the Loan any other dues under this Agreement shall be secured by the following:

i. registered mortgage over the Property described in the schedule (hereinafter referred to as "the Property") in favour of LankaBangla along with an Irrevocable General Power of Attorney to be executed/executed by the Borrower in favour of LankaBangla registered with the relevant sub-registrar.

ii. .... number of cheques (i.e. ....Post dated cheques covering entire receivables & one cheques for other receivables issued by the Borrower in favour of LankaBangla.

iii. Personal Guarantee from Mr./Mrs. .... of the Borrower/Co-Borrower.

& .... of the Borrower/Co-Borrower.

i. Demand Promissory Note to be executed/executed by the Borrower in favour of LankaBangla.

ii. Letter of Continuity to be executed/executed by the Borrower in favour of LankaBangla.

3.2 The Borrower shall comply with the following:

a) To give a declaration to the effect that the Borrower has a clear and marketable title to the Property offered as security, free from all doubts and Encumbrances, and that the Borrower indemnifies and keeps LANKABANGLA saved, secured and harmless against all claims whatsoever.

b) To execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the term of the Loan /or any other loan or loans granted by LANKABANGLA hereafter.

#### ARTICLE -4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

4.1 a) The Borrower assures LANKABANGLA that he/she has, prior to receiving the disbursement of the Loan this day as afore said, made his own contribution i.e. the cost of the unit less LANKABANGLA's Loan.

b) The Borrower assures LANKABANGLA that he/she has absolute, clear and marketable title to the Property to be mortgaged as security for the Loan and that the said Property is absolutely unencumbered, undisputed and free from any liability whatsoever.

4.2 The obligation of LANKABANGLA to make any disbursements under the Loan Agreement shall also be subject to the following conditions:

a) No event of default, as defined in Article 7, has occurred.

b) Any disbursement under the Loan shall, at the time of request therefore, be needed immediately by the Borrower for the purpose of purchase or construction of the Property, as the case may be, and the Borrower shall produce such evidence of the proposed utilisation of the disbursement as is found satisfactory by LANKABANGLA.

c) The Borrower shall have satisfied LANKABANGLA about the utilization of the proceeds of any prior disbursements.

#### ARTICLE -5 COVENANTS

##### 5.1 Particular Affirmative Covenants

a) The Borrower shall utilize the entire Loan for the purchase/construction of the property as indicated by him in his/her loan application and for no other purpose whatsoever.

b) The Borrower covenants that he/she shall complete the said construction as indicated by him in his/her loan application or construction and obtain and produce to LANKABANGLA a proper completion certificate issued by the concerned authority.

c) The Borrower shall maintain the property in good order and condition and will make all necessary repairs, additions and improvements during the continuance of the loan at his/her own cost.

d) The Borrower shall notify any change in his/her employment, business or profession within 7 days of the change. The Borrower shall inform any change of correspondence address immediately with affecting such change.

e) Borrower shall ensure that he complies with all applicable laws (including rules and regulations of various authorities), for the time being in force.

The Borrower further covenants that he shall pay all the charges, including maintenance charges for the scheduled property, and other expenses.

f) Notwithstanding anything stated hereinbefore, the Borrower shall be vigilant and shall see that the property is always duly and properly insured against fire and other hazards, LANKABANGLA being made the sole beneficiary under the policy, for a value as required by LANKABANGLA, during the continuance of the loan and produce evidence thereof to LANKABANGLA each year and whenever called for.

5.2 The Borrower shall duly furnish details of any additions/alteration in the property, within approved plan, which might be proposed during the continuance of the loan.

5.3 The Borrower agrees to the fact that LANKABANGLA or any person authorized by LANKABANGLA shall have free access to the property for the purpose of inspection/supervision and that the Borrower shall allow LANKABANGLA to inspect the progress of construction, examine the construction to ensure proper utilization of the loan, and/or to put up a board at some conspicuous place of the property stating "The property is mortgaged with LANKABANGLA" and/or any other notice(s) on the property at the sole discretion of LANKABANGLA. The Borrower shall not object to or raise any question against such deeds and activities.

5.4 That the Borrower hereby confirms and undertakes that the title over the Property of the owner from whom the Borrower has purchased/purchase/already purchased the Property is clean, genuine, unencumbered and the Borrower has investigated these matters and is satisfied before approaching to LankaBangla for financing the Property. The Borrower further confirms that the Borrower shall acquire /has acquired the Property in due legal process and thereby shall acquire/has already acquired the Property with good title. If any dispute arises in relation to the Property in any manner whatsoever at any point of time, then the Borrower shall fully indemnify LANKABANGLA and in that case the Borrower shall be at sole discretions to take such steps as it may deem fit including but not limited to call back the total loan facility in which event the Borrower shall pay off the total loan within 07 days from the date of such calling.

##### 5.5 Negative covenants

Unless LANKABANGLA shall otherwise agree:

a) The Borrower shall not sell mortgage, lease, and surrender or otherwise howsoever alienate the property or any part thereof.

b) The Borrower shall not make any change in the declared use of the property. If the property is used for any other purpose in violation of the other action which LANKABANGLA might take, LANKABANGLA shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix.

c) The Borrower shall not amalgamate or merge his/her property with any other adjacent property nor create any right of way/a easement on or through the property.

d) The Borrower shall not stand surety/guarantee the repayment of any loan or the purchase price of any asset without the written consent of LANKABANGLA.

LANKABANGLA.

e) The Borrower shall not leave Bangladesh for employment or business or long term stay abroad without informing LANKABANGLA. If for any reason he/she leaves the country, he/she must arrange payment of EMI regularly.

#### ARTICLE-6 BORROWER'S WARRANTIES

6 The Borrower hereby warrants and undertakes to LANKABANGLA as follows:

a) The Borrower confirms the accuracy and authenticity of the information given in his/her loan application made to LANKABANGLA and the information furnished prior to or after the same till this date.

b) The Borrower confirms the receipt of the Sanction Letter with the terms and conditions mentioned therein and accepting the same by the copy marked "Acceptance Copy" and returning it to LANKABANGLA.

c) Subsequent to the loan application there has been no Material Adverse Change affecting the purchase/construction of the Property or the grant of the Loan as prayed for in the loan application.

d) There are no mortgages, charges, liens or other encumbrances or any rights of way, light or water or other easements or other support on the whole or any part of the Property of the Borrower.

e) The Borrower is not a party to any legal proceeding affecting his/her properties and that there is no reason likely to give rise to or material claims against the Borrower.

f) The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the Property or of any material defect in the Property or its title which has remained undisclosed and/or which may affect LANKABANGLA adversely.

g) The Borrower's Property is not included in or affected by any of the schemes of Government or of the improvement trust or of any body or local authority or by any alignment, widening or construction of road under any scheme of the Government or of any statutory authority.

h) No suit is pending in any Court of Law in respect of the Property to be mortgaged with LANKABANGLA nor has the Borrower received any Notice for infringing the provisions of any act relating to local bodies or Local Authorities or with any other process under law in Bangladesh.

i) The Borrower has disclosed all facts relating to his/her Property to LANKABANGLA and has made available to them all the title documents in his possession.

j) The Borrower has paid all public dues or demands such as Income Tax and all the other taxes and revenues payable to the Government of Bangladesh or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

k) It shall be the Borrower's obligation to keep himself acquainted with the rules of LANKABANGLA, herein referred to/ and those which may be issued from time to time.

l) The Borrower declares that he/she has scrutinized and is satisfied with the building plan, commencement certificate and all the necessary permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.

#### ARTICLE-7 EVENTS OF DEFAULT AND REMEDIES OF LANKABANGLA

If one or more of the events specified in this Article (hereinafter called "Events of Default") shall have happened, then, LANKABANGLA may give notice to the Borrower and may immediately declare the entire principal and all accrued interest on the Loan that may be payable by the Borrower or in terms of this Agreement and/or any other Agreement/s, document/s subsisting between the Borrower and LANKABANGLA, together with charges, incidental expenses, costs and any other dues to be accrued forthwith and upon such declaration the same shall become due forthwith and the security in relation to all Loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or Agreement/s or document/s.

##### 7.1 Events of Default

a) the Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable or fails to perform any other obligations under this Agreement;

b) any representation, warranty or statement which is made (or deemed to have been made) by the Borrower in this Agreement or in any certificate, statement, in connection with this Agreement proves to be incorrect in with references to the fact and circumstances existing at such time would not be accurate in all material respects;

c) there is a Material Adverse Change in the Borrower's financial position;

d) there is any change in the directives of the Government of Bangladesh which, in the opinion of the Lender, would prejudice the Borrower's ability to meet its financial obligations in respect of this Facility;

e) any indebtedness of the Borrower becomes due or capable of being declared due before its stated maturity, any guarantee or security of the Borrower is not discharged at maturity or when called or the Borrower goes into default under, or commits a breach of, any contract or agreement relating to any such indebtedness, guarantee or other obligation;

f) any petition or application is made for the appointment of a trustee, administrator, receiver or similar officer in respect of all or any part of the business or assets of the Borrower;

g) the Borrower changes or threatens to change the nature or scope of its business/service, or any governmental authority expropriates or threatens to expropriate all or part of its assets and the result of any of foregoing is, in the determination of the Lender, to affect adversely its financial condition, his ability to perform its obligations under this Agreement;

h) any provision of this Agreement is or becomes for any reason, invalid or unenforceable or any consent or approval required for the performance of its obligations hereunder is revoked or modified.



- i) Any information given by the Borrower in his/her loan application to LANKABANGLA for financial assistance is found to be incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.
- j) If there is reasonable apprehension that the Borrower is unable to pay his/her debts or proceedings for classifying him as insolvent have commenced.
- k) If the property given as security depreciates in value to such an extent that, in the opinion of LANKABANGLA, further security of LANKABANGLA should be given and such security is not given, in spite of being called upon to do so.
- l) If the Borrower's Property which is pledged as security to LANKABANGLA for the loan is sold, disposed of charged, encumbered or mortgaged.
- m) If an attachment or restraint is levied on the Mortgaged Property or any part thereof, and/or certificate proceedings are taken for recovery of any dues from the Borrower.
- n) If the Borrower fails to furnish information/documents as required by LANKABANGLA under the provisions of this Agreement.
- o) If the Borrower shall become bankrupt or insolvent.

7.2 Expenses of Preservation of Assets of the Borrower and of Collection

All reasonable costs incurred by LANKABANGLA after an Event of Default has occurred in connection with:

- I) Preservation of the Borrower's assets whether now or hereafter existing) or
- II) Collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed to LANKABANGLA as LANKABANGLA may specify.

ARTICLE -8 WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to LANKABANGLA upon any default under this Agreement or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver thereof by it in any default, affect or impair any right, power or remedy of LANKABANGLA in respect of any other default.

ARTICLE- 9 EFFECTIVE DATE OF AGREEMENT

The Agreement shall be in force till all the moneys due and payable to LANKABANGLA under this Agreement as well as the Financial Documents that may be subsisting/executed between the Borrower and LANKABANGLA are fully paid.

ARTICLE- 10 MISCELLANEOUS

10.1 All moneys due and payable by the Borrower to LANKABANGLA under or in terms of this Agreement shall be paid at the residence of LANKABANGLA by cheque, or bank draft, drawn in favour of LANKABANGLA in a schedule bank in the town or city where such office is situated or in any other manner as may be approved by LANKABANGLA and shall be so paid as to enable LANKABANGLA to receive the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft will be given only on realisation thereof by LANKABANGLA.

10.2 a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan from LANKABANGLA. The Borrower shall also permit similar inspection by officers of such other companies, banks, institution or other persons as LANKABANGLA may approve, authorize or nominate.

b) LANKABANGLA shall have the right to create charge over the property in favour of any company, bank, institution or body as security for any re-finance facility or any loan availed of by LANKABANGLA from such company, bank, institution or body;

c) LANKABANGLA shall also have the right to transfer or assign the mortgage over the property in favour of any company, bank, institution or body in connection with any sale or transfer of the Loan by LANKABANGLA to them.

d) LANKABANGLA shall have the authority to make available any information contained in the loan application form and/or any other document or paper or statement submitted to LANKABANGLA by or on behalf of the Borrower and/or pertaining or relating to the Loan, to any rating or other agency or institution or body as LANKABANGLA in its sole discretion may deem fit.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

10.4 Any notice or request required or permitted to be given or made under this Agreement to LANKABANGLA or to the Borrower shall be in writing. such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand mail or telegraph to the party to which it is required or permitted to be given or made at such party's address specified at the beginning of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed on the date first above written.

Signed and Delivered by the within-named  
LANKABANGLA FINANCE LIMITED

1..... 2.....

its authorized signatory its authorized signatory

Signed and Delivered by the within-named Borrower/s

Signature & Date:

.....

Name:

Witness: Witness:

1. ....

2.....

Name:

Name:

Address: Address: LOAN AGREEMENT  
Loan Agreement No. Dated: .....

BETWEEN

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani, Dhaka-1213, hereinafter called "LANKABANGLA" (which expression otherwise requires include its successors and assigns) of the ONE part;

AND

Mr./Ms. ....

son/daughter/wife of .....

(Mother's Name: .....

residence address.....

and permanent address at .....

(hereinafter called "the Borrower", which expression shall unless the context otherwise requires include his/her heirs, successors of the OTHER part.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE- 1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

a) "Equated Monthly Installment (EMI)" means the amount of monthly payment necessary to amortize the loan along with in period of the Loan.

b) "Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any whatsoever, howsoever created or arising and whether relating to existing or future assets.

c) "Loan" means the loan amount granted by LankaBangla to the Borrower in accordance with the terms and conditions of this described in Article 2.1 hereto and for the time being outstanding.

d) "Loan Documents" shall mean this Loan Agreement, all the agreements, deeds, instruments and documents executed between and LankaBangla or in favour of LankaBangla, including the Security Documents, for effecting the Loan contemplated hereunder.

e) "Material Adverse Effect" or "Material Adverse Change" means the effect or change of any event or circumstance which is likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan Security Documents in a timely manner; or is or is reasonably likely to be prejudicial in a material and adverse respect to the intent of LankaBangla under the Loan Documents.

f) "Pre Equated Monthly Installment Interest (PEMI)" means interest at the rate indicated in Article 2.2, on the Loan from the dates of disbursement to the date immediately prior to the date of commencement of EMI.

g) "Prepayment" means premature repayment of the outstanding loan amount (including principal and interest) as per the terms laid down by LANKABANGLA and any other charges, loss of interest, fees etc. payable in that behalf and in force at the time of prepayment.

h) "Rate of Interest (ROI)" means the rate of interest which is payable by the Borrower to LankaBangla for the Loan during the term and is determined in accordance with Article 2.2 of this Agreement.

i) The term "repayment" means the repayment of the principal amount of loan, interest thereon, and any other additional or periodical charges, reimbursement of costs and/or expenses, fees or other kind of dues payable in terms of this Agreement to LANKABANGLA in particular, amortization provided for in Article 2.6 of this Agreement.

j) "Schedule" means the Schedule written after Article -10 of this Agreement.

k) "Security Documents" mean the documents listed in Article 3 hereunder.

1.2 The term and expression not herein defined shall where the interpretation and meaning have been assigned to them in terms of the Act, 1897, have that interpretation and meaning.

1.3 The term "Construction" shall mean and include new construction/extension/ improvement/repairs/renovation.

1.4 The term house includes flat, apartment, twin house, row house or any other structure used for residential or commercial purposes constructed or under construction, complete or incomplete.

1.5 The term purchase shall mean and include acquisition of a plot of land/ready built/under construction building/flat or any other structure mentioned in 1.6 above.

ARTICLE -2 LOANS, INTEREST etc.

2.1 Amount of Loan

2.1.1 Subject to clause 4 hereunder, upon request of the Borrower, LANKABANGLA agrees to lend to the Borrower home loan of amount of Taka.....(Bangladeshi Taka.....

(the "Loan") for the purpose of buying ..... apartments occupying on the .....

measuring total ..... square feet and .....

..... square feet total space measuring ..... square feet on the terms

2.1.2 The Loan shall be provided for a period ..... calendar months.

## 2.2 Interest

a. Until and as varied by LANKABANGLA in terms of this Agreement, the rate of interest applicable to the Loan as at the date of this Agreement .....% p.a. and shall be on an adjustable interest rate basis. Provided that from time to time LANKABANGLA in its sole discretion modify the Rate of Interest prospectively on the Loan with or without serving notice to the Borrower and henceforth the rate of interest as modified shall be applicable to the Loan.

b) The Borrower shall reimburse or pay to LANKABANGLA such amount as may have been paid or payable by LANKABANGLA on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Government. The reimbursement payment shall be made by the Borrower as and when called upon to do so by LANKABANGLA.

## 2.3 Computation of Interest

The EMI shall be calculated, on the basis of annual rests, or quarterly rests or monthly rests as specified in the Schedule, at the rate applicable or as modified under Article 2.2 and is rounded off to the next Taka. Interest shall be computed on the basis of a year of 360 days and sixty five days and three hundred sixty six days for a leap year.

## 2.4 Details of Disbursement

The Loan shall be disbursed in one lump-sum or in suitable installments to be decided by LANKABANGLA with reference to the construction of the house (which decision shall be final and binding on the Borrower).

## 2.5 Mode of Disbursement

All payments to be made by LANKABANGLA to the Borrower under or in terms of this agreement by cheque duly crossed and cashed and only" and any other cost(s) and/or expense(s) related to collection, if any, in respect of all such cheques will have to be borne by the Borrower. The interest on the Loan shall accrue as and from the date of delivery/dispatch handing over of the cheque irrespective of the time of transit/collection/realization of the cheque by the Borrower or his/her bank.

## 2.6 Amortization

a) Subject to Article 2.2 and the provision for variation/modification of rate of interest, etc. contained in this agreement the Borrower shall amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which disbursement of the Loan has been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month.

b) In addition to (a) above, the Borrower shall pay the PEMII to LANKABANGLA every month, if applicable.

c) Notwithstanding what is stated Article 2.6(a) above and in the Schedule, LANKABANGLA shall have the right at all time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as LANKABANGLA may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof on the revised Schedule as may be determined by LANKABANGLA in its sole discretion and be communicated to the Borrower by LANKABANGLA in writing.

d) All payments by the Borrower under this Agreement shall be made net of all taxes or other deductions and if any withholding tax is to be paid, then all relevant payments will be grossed up by the Borrower accordingly.

e) If any repayment date falls on a non Business Day, repayment shall be made on the next succeeding Business Day and/or if the repayment date falls in the next calendar month of the year, on the preceding Business Day.

f) The Borrower shall of his/her own accord send / furnish to LANKABANGLA a statement of his/her income, every year from the date of the Loan. However, LANKABANGLA shall have the right to require the Borrower to furnish such information/documents concerning his/her income, trade, business or profession or place of business and stay at any time and the Borrower shall furnish such information/documents accordingly.

g) The Borrower shall also make balloon/lump-sum payments as and when required by LankaBangla.

h) Save and except as provided under sub-article (g) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation/modification in the applicable Rate of Interest and as a result of this the number of EMI's is liable to vary. The number of EMI's shall be given by LANKABANGLA as to the number of EMI's required to be paid by the Borrower upon each rate of interest modification. Provided however, the information as to the applicable/applied rate of interest during the financial year of LANKABANGLA and the number of EMI's payable from the last interest rate modification/application during such year may be intimated by LANKABANGLA at its sole discretion to the Borrower annually. The Borrower shall pay EMI's until the loan together with interest is paid in full.

i) Notwithstanding anything to the contrary contained in this Agreement, having regard to the applicable rate of interest for the financial year of LANKABANGLA, LANKABANGLA shall be entitled to increase the EMI amount suitably if:

(i) the said EMI would lead to negative amortization (i.e. EMI not being adequate to cover interest in full), and or

(ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by LANKABANGLA.

(iii) The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by LANKABANGLA and be intimated to the Borrower by LANKABANGLA.

j) LANKABANGLA may vary its applicable rate of interest from time to time in such manner including as to loan amounts as may be deemed fit in its own discretion.

## 2.7 Delay in payment of EMI etc.

a) No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI or PEMII regularly.

shall be entirely his/her responsibility to ensure prompt and regular payment of EMI or PEMII.

b) The delay in payment of EMI or PEMII shall render the Borrower liable to additional interest payable @ 4% percent per month or at such higher rate as per sole discretion of LANKABANGLA in that behalf as in force or be enforced from time to time. In such event, the Borrower shall also be liable to pay to LANKABANGLA any amount of other incidental expense(s) and/or cost(s) incurred or to be incurred by LANKABANGLA.

#### 2.8 Pre-payment

LANKABANGLA in its sole discretion and on such terms as determined by LankaBangla may require the Borrower to pre-pay the EMI to LANKABANGLA.

#### 2.9 Commitment Charges

The Borrower shall pay to LANKABANGLA a commitment charge on the principal amount of the Loan or any part thereof as the same may be determined by LANKABANGLA in its sole discretion. The commitment charge shall not have been drawn and shall not have been cancelled by LANKABANGLA, as per the rules of LANKABANGLA in that behalf as in force or be enforced from time to time.

#### 2.10 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein, LANKABANGLA may, by notice to the Borrower suspend or cancel the disbursement of the Loan if the Loan shall not have been fully drawn within 12 months from the date of the Sanction Letter being no. .... dated .....(Sanction Letter).

#### 2.11 Alteration and Re-Scheduling of Equated Monthly Installments

If the Loan is not totally drawn by the Borrower within a period of 12 months from the date of Sanction Letter, the EMI may be altered or re-scheduled in such manner and to such extent as LANKABANGLA may, in its sole discretion, decide and the repayment will be made accordingly. Such alteration and re-scheduling notwithstanding anything stated in Article 2.6 and schedule.

#### 2.12 Liability of Borrower to be Joint and Several

The liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement shall be joint and several. The Borrower shall be liable to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement that may have been or may be executed by the Borrower with LANKABANGLA in respect of the Loan or any other loan or loans.

#### 2.13 Cessation of Employment

Upon the Borrower opting for any scheme or accepting any offer from his/her employer providing for any benefit for resigning from employment prior to superannuation, or upon the employer terminating his/her employment for any reason or upon the Borrower retiring from the service of the employer or any reason whatsoever or death, then notwithstanding anything to the contrary contained in this Agreement or any letter or document the entire outstanding principal amount of the Loan as well as any outstanding interest and other charges shall be payable by the Borrower/heirs to LANKABANGLA from the amount or amounts receivable by him from the employer under any offer, or any terminal benefit, as the case may be, Provided- however, in the event of the said amount or amounts being insufficient, the sums to LANKABANGLA in full the amount remaining due to LANKABANGLA shall be paid by the Borrower in such manner as may be decided by LANKABANGLA in its sole discretion and such payment shall be made by the Borrower accordingly notwithstanding anything stated in Article 2.6 and schedule.

The Borrower hereby irrevocably empowers authorizes LANKABANGLA to communicate with and receive the said amounts from the employer directly.

### ARTICLE -3 SECURITY

3.1 The Borrower agrees and undertakes that the Loan any other dues under this Agreement shall be secured by the following:

i. registered mortgage over the Property described in the schedule (hereinafter referred to as "the Property") in favour of LankaBangla along with an Irrevocable General Power of Attorney to be executed/executed by the Borrower in favour of LankaBangla and registered with the relevant sub-registrar.

ii. .... number of cheques (i.e. ....Post dated cheques covering entire receivables & one cheques for other receivables issued by the Borrower in favour of LankaBangla.

iii. Personal Guarantee from Mr./Mrs. ....

..... of ..... of the Borrower/Co-Borrower.

i. Demand Promissory Note to be executed/executed by the Borrower in favour of LankaBangla.

ii. Letter of Continuity to be executed/executed by the Borrower in favour of LankaBangla.

3.2 The Borrower shall comply with the following:

a) To give a declaration to the effect that the Borrower has a clear and marketable title to the Property offered as security, free from all doubts and Encumbrances, and that the Borrower indemnifies and keeps LANKABANGLA saved, secured and harmless against all claims whatsoever.

b) To execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the term of the Loan /or any other loan or loans granted by LANKABANGLA hereafter.

### ARTICLE -4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

4.1 a) The Borrower assures LANKABANGLA that he/she has, prior to receiving the disbursement of the Loan this day as afore said, contributed his own contribution i.e. the cost of the unit less LANKABANGLA's Loan.

b) The Borrower assures LANKABANGLA that he/she has absolute, clear and marketable title to the Property to be mortgaged as security for the Loan and that the said Property is absolutely unencumbered, undisputed and free from any liability whatsoever.

- 4.2 The obligation of LANKABANGLA to make any disbursements under the Loan Agreement shall also be subject to the following:
- a) No event of default, as defined in Article 7, has occurred.
  - b) Any disbursement under the Loan shall, at the time of request therefore, be needed immediately by the Borrower for the purchase or construction of the Property, as the case may be, and the Borrower shall produce such evidence of the proposed utilisation of the disbursement as is found satisfactory by LANKABANGLA.
  - c) The Borrower shall have satisfied LANKABANGLA about the utilization of the proceeds of any prior disbursements.

#### ARTICLE -5 COVENANTS

##### 5.1 Particular Affirmative Covenants

- a) The Borrower shall utilize the entire Loan for the purchase/construction of the property as indicated by him in his/her loan application for no other purpose whatsoever.
- b) The Borrower covenants that he/she shall complete the said construction as indicated by him in his/her loan application or contract and obtain and produce to LANKABANGLA a proper completion certificate issued by the concerned authority.
- c) The Borrower shall maintain the property in good order and condition and will make all necessary repairs, additions and improvements during the continuance of the loan at his/her own cost.
- d) The Borrower shall notify any change in his/her employment, business or profession within 7 days of the change. The Borrower shall inform any change of correspondence address immediately with affecting such change.
- e) Borrower shall ensure that he complies with all applicable laws (including rules and regulations of various authorities), for the full force.

The Borrower further covenants that he shall pay all the charges, including maintenance charges for the scheduled property, and other expenses.

- f) Notwithstanding anything stated hereinbefore, the Borrower shall be vigilant and shall see that the property is always duly and properly insured against fire and other hazards, LANKABANGLA being made the sole beneficiary under the policy, for a value as required by LANKABANGLA, during the continuance of the loan and produce evidence thereof to LANKABANGLA each year and whenever called for.
- 5.2 The Borrower shall duly furnish details of any additions/alteration in the property, within approved plan, which might be proposed during the continuance of the loan.

5.3 The Borrower agrees to the fact that LANKABANGLA or any person authorized by LANKABANGLA shall have free access to the property for the purpose of inspection/supervision and that the Borrower shall allow LANKABANGLA to inspect the progress of construction, examine the construction to ensure proper utilization of the loan, and/or to put up a board at some conspicuous place of the property stating "The property is mortgaged with LANKABANGLA" and/or any other notice(s) on the property at the sole discretion of LANKABANGLA. The Borrower shall not object to or raise any question against such deeds and activities.

5.4 That the Borrower hereby confirms and undertakes that the title over the Property of the owner from whom the Borrower has purchased/purchase/already purchased the Property is clean, genuine, unencumbered and the Borrower has investigated these matters and satisfied himself before approaching to LankaBangla for financing the Property. The Borrower further confirms that the Borrower shall acquire /has acquired the Property in due legal process and thereby shall acquire/has already acquired the Property with good title. If any dispute arises in relation to the Property in any manner whatsoever at any point of time, then the Borrower shall fully indemnify LANKABANGLA and in that case the Borrower shall be at sole discretions to take such steps as it may deem fit including but not limited to call back the total loan facility in which event the Borrower shall pay off the total loan within 07 days from the date of such calling.

##### 5.5 Negative covenants

Unless LANKABANGLA shall otherwise agree:

- a) The Borrower shall not sell mortgage, lease, and surrender or otherwise howsoever alienate the property or any part thereof.
- b) The Borrower shall not make any change in the declared use of the property. If the property is used for any other purpose in violation of the terms of the loan, LANKABANGLA shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix.
- c) The Borrower shall not amalgamate or merge his/her property with any other adjacent property nor create any right of way/ easement on or through the property.
- d) The Borrower shall not stand surety/guarantee the repayment of any loan or the purchase price of any asset without the written consent of LANKABANGLA.
- e) The Borrower shall not leave Bangladesh for employment or business or long term stay abroad without informing LANKABANGLA in advance. If for any reason he/she leaves the country, he/she must arrange payment of EMI regularly.

#### ARTICLE-6 BORROWER'S WARRANTIES

6 The Borrower hereby warrants and undertakes to LANKABANGLA as follows:

- a) The Borrower confirms the accuracy and authenticity of the information given in his/her loan application made to LANKABANGLA and the information furnished prior to or after the same till this date.
- b) The Borrower confirms the receipt of the Sanction Letter with the terms and conditions mentioned therein and accepting the same by signing the copy marked "Acceptance Copy" and returning it to LANKABANGLA.
- c) Subsequent to the loan application there has been no Material Adverse Change affecting the purchase/construction of the Property or the grant of the Loan as prayed for in the loan application.
- d) There are no mortgages, charges lispendens or liens or other encumbrances or any rights of way, light or water or other easements or other

support on the whole or any part of the Property of the Borrower.

e) The Borrower is not a party to any legal proceeding affecting his/her properties and that there is no reason likely to give rise to material claims against the Borrower.

f) The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the Property or of any material defect in the Property or its title which has remained undisclosed and/or which may affect LANKABANGLA adversely.

g) The Borrower's Property is not included in or affected by any of the schemes of Government or of the improvement trust or body or local authority or by any alignment, widening or construction of road under any scheme of the Government or of any statutory body.

h) No suit is pending in any Court of Law in respect of the Property to be mortgaged with LANKABANGLA nor has the Borrower received any Notice for infringing the provisions of any act relating to local bodies or Local Authorities or with any other process under law in Bangladesh.

i) The Borrower has disclosed all facts relating to his/her Property to LANKABANGLA and has made available to them all the title documents in his possession.

j) The Borrower has paid all public dues or demands such as Income Tax and all the other taxes and revenues payable to the Government of Bangladesh or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

k) It shall be the Borrower's obligation to keep himself acquainted with the rules of LANKABANGLA, herein referred to/ and those which may be issued from time to time.

l) The Borrower declares that he/she has scrutinized and is satisfied with the building plan, commencement certificate and all the necessary permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.

#### ARTICLE-7 EVENTS OF DEFAULT AND REMEDIES OF LANKABANGLA

If one or more of the events specified in this Article (hereinafter called "Events of Default") shall have happened, then, LANKABANGLA may immediately declare the entire principal and all accrued interest on the Loan that may be payable by the Borrower or in terms of this Agreement and/or any other Agreement/s, document/s subsisting between the Borrower and LANKABANGLA, together with charges, incidental expenses, costs and any other dues to be accrued forthwith and upon such declaration the same shall become due forthwith and the security in relation to all Loans shall become enforceable, notwithstanding anything to the contrary in this Agreement/s or document/s.

##### 7.1 Events of Default

a) the Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable or fails to perform any obligations under this Agreement;

b) any representation, warranty or statement which is made (or deemed to have been made) by the Borrower in this Agreement, certificate, statement, in connection with this Agreement proves to be incorrect in with references to the fact and circumstances at such time would not be accurate in all material respects;

c) there is a Material Adverse Change in the Borrower's financial position;

d) there is any change in the directives of the Government of Bangladesh which, in the opinion of the Lender, would prejudice the ability to meet its financial obligations in respect of this Facility;

e) any indebtedness of the Borrower becomes due or capable of being declared due before its stated maturity, any guarantee or obligation of the Borrower is not discharged at maturity or when called or the Borrower goes into default under, or commits a breach of, any agreement relating to any such indebtedness, guarantee or other obligation;

f) any petition or application is made for the appointment of a trustee, administrator, receiver or similar officer in respect of all or part of the business or assets of the Borrower;

g) the Borrower changes or threatens to change the nature or scope of its business/service, or any governmental authority expropriates or threatens to expropriate all or part of its assets and the result of any of foregoing is, in the determination of the Lender, to affect adversely its financial condition, his ability to perform its obligations under this Agreement;

h) any provision of this Agreement is or becomes for any reason, invalid or unenforceable or any consent or approval required for the performance of its obligations hereunder is revoked or modified.

i) Any information given by the Borrower in his/her loan application to LANKABANGLA for financial assistance is found to be materially incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.

j) If there is reasonable apprehension that the Borrower is unable to pay his/her debts or proceedings for classifying him as insolvent have commenced.

k) If the property given as security depreciates in value to such an extent that, in the opinion of LANKABANGLA, further security should be given and such security is not given, in spite of being called upon to do so.

l) If the Borrower's Property which is pledged as security to LANKABANGLA for the loan is sold, disposed of charged, encumbered or mortgaged.

m) If an attachment or restraint is levied on the Mortgaged Property or any part thereof, and/or certificate proceedings are taken for recovery of any dues from the Borrower.

n) If the Borrower fails to furnish information/documents as required by LANKABANGLA under the provisions of this Agreement.

o) If the Borrower shall become bankrupt or insolvent.

## 7.2 Expenses of Preservation of Assets of the Borrower and of Collection

All reasonable costs incurred by LANKABANGLA after an Event of Default has occurred in connection with:

I) Preservation of the Borrower's assets whether now or hereafter existing) or

II) Collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed to LANKABANGLA as LANKABANGLA may specify.

## ARTICLE -8 WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to LANKABANGLA upon any default under this Agreement shall be deemed a waiver of any right, power or remedy under any deed or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver thereof by it in any default, affect or impair any right, power or remedy of LANKABANGLA in respect of any other default.

## ARTICLE- 9 EFFECTIVE DATE OF AGREEMENT

The Agreement shall be in force till all the moneys due and payable to LANKABANGLA under this Agreement as well as the Finance Documents that may be subsisting/executed between the Borrower and LANKABANGLA are fully paid.

## ARTICLE- 10 MISCELLANEOUS

10.1 All moneys due and payable by the Borrower to LANKABANGLA under or in terms of this Agreement shall be paid at the residence of LANKABANGLA by cheque, or bank draft, drawn in favour of LANKABANGLA in a schedule bank in the town or city where such office is situated or in any other manner as may be approved by LANKABANGLA and shall be so paid as to enable LANKABANGLA to receive the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft will be given only on realisation thereof by LANKABANGLA.

10.2 a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan by LANKABANGLA. The Borrower shall also permit similar inspection by officers of such other companies, banks, institution or body as LANKABANGLA may approve, authorize or nominate.

b) LANKABANGLA shall have the right to create charge over the property in favour of any company, bank, institution or body to provide security for any refinancing facility or any loan availed of by LANKABANGLA from such company, bank, institution or body;

c) LANKABANGLA shall also have the right to transfer or assign the mortgage over the property in favour of any company, bank, institution or body in connection with any sale or transfer of the Loan by LANKABANGLA to them.

d) LANKABANGLA shall have the authority to make available any information contained in the loan application form and/or any other document or paper or statement submitted to LANKABANGLA by or on behalf of the Borrower and/or pertaining or relating to the Loan, to any rating or other agency or institution or body as LANKABANGLA in its sole discretion may deem fit.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

10.4 Any notice or request required or permitted to be given or made under this Agreement to LANKABANGLA or to the Borrower shall be in writing. such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand mail or telegraph to the party to which it is required or permitted to be given or made at such party's address specified at the beginning of this Agreement. IN WITNESS WHEREOF the parties hereto have signed on the date first above written.

Signed and Delivered by the within-named

LANKABANGLA FINANCE LIMITED

1..... 2.....

its authorized signatory its authorized signatory

Signed and Delivered by the within-named Borrower/s

Signature & Date:

.....

Name:

Witness: Witness:

1. ....

2.....

Name: Name:

Address: Address: LOAN AGREEMENT

Loan Agreement No. Dated: .....

## BETWEEN

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh and having its office at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani, Dhaka-1213, hereinafter called "LANKABANGLA" (which expression otherwise requires include its successors and assigns) of the ONE part;

AND

Mr./Ms. ....

son/daughter/wife of .....

(Mother's Name: .....

residence address.....

and permanent address at .....

(hereinafter called "the Borrower", which expression shall unless the context otherwise requires include his/her heirs, successors of the OTHER part.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

#### ARTICLE- 1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

- a) "Equated Monthly Installment (EMI)" means the amount of monthly payment necessary to amortize the loan along with in period of the Loan.
- b) "Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any whatsoever, howsoever created or arising and whether relating to existing or future assets.
- c) "Loan" means the loan amount granted by LankaBangla to the Borrower in accordance with the terms and conditions of this described in Article 2.1 hereto and for the time being outstanding.
- d) "Loan Documents" shall mean this Loan Agreement, all the agreements, deeds, instruments and documents executed between and LankaBangla or in favour of LankaBangla, including the Security Documents, for effecting the Loan contemplated hereunder.
- e) "Material Adverse Effect" or "Material Adverse Change" means the effect or change of any event or circumstance which is likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan Security Documents in a timely manner; or is or is reasonably likely to be prejudicial in a material and adverse respect to the interest of LankaBangla under the Loan Documents.
- f) "Pre Equated Monthly Installment Interest (PEMI)" means interest at the rate indicated in Article 2.2, on the Loan from the dates of disbursement to the date immediately prior to the date of commencement of EMI.
- g) "Prepayment" means premature repayment of the outstanding loan amount (including principal and interest) as per the terms laid down by LANKABANGLA and any other charges, loss of interest, fees etc. payable in that behalf and in force at the time of prepayment.
- h) "Rate of Interest (ROI)" means the rate of interest which is payable by the Borrower to LankaBangla for the Loan during the term and is determined in accordance with Article 2.2 of this Agreement.
- i) The term "repayment" means the repayment of the principal amount of loan, interest thereon, and any other additional or periodical charges, reimbursement of costs and/or expenses, fees or other kind of dues payable in terms of this Agreement to LANKABANGLA in particular, amortization provided for in Article 2.6 of this Agreement.
- j) "Schedule" means the Schedule written after Article -10 of this Agreement.
- k) "Security Documents" mean the documents listed in Article 3 hereunder.

1.2 The term and expression not herein defined shall where the interpretation and meaning have been assigned to them in terms of the Act, 1897, have that interpretation and meaning.

1.3 The term "Construction" shall mean and include new construction/extension/ improvement/repairs/renovation.

1.4 The term house includes flat, apartment, twin house, row house or any other structure used for residential or commercial purposes, whether constructed or under construction, complete or incomplete.

1.5 The term purchase shall mean and include acquisition of a plot of land/ready built/under construction building/flat or any other structure mentioned in 1.6 above.

#### ARTICLE -2 LOANS, INTEREST etc.

##### 2.1 Amount of Loan

2.1.1 Subject to clause 4 hereunder, upon request of the Borrower, LANKABANGLA agrees to lend to the Borrower home loan of amount of Taka ..... (Bangladeshi Taka ..... (the "Loan") for the purpose of buying ..... apartments occupying on the ..... measuring total ..... square feet and ..... square feet total space measuring ..... square feet on the terms of the Loan.

2.1.2 The Loan shall be provided for a period ..... calendar months.

##### 2.2 Interest

a. Until and as varied by LANKABANGLA in terms of this Agreement, the rate of interest applicable to the Loan as at the date of this Agreement .....% p.a. and shall be on an adjustable interest rate basis. Provided that from time to time LANKABANGLA in its discretion modify the Rate of Interest prospectively on the Loan with or without serving notice to the Borrower and henceforth the rate of interest as modified shall be applicable to the Loan.

b) The Borrower shall reimburse or pay to LANKABANGLA such amount as may have been paid or payable by LANKABANGLA on account of any tax levied on interest (and/or other charges including the PEMI) on the loan by the Government. The reimbursement shall be made by the Borrower as and when called upon to do so by LANKABANGLA.

##### 2.3 Computation of Interest

The EMI shall be calculated, on the basis of annual rests, or quarterly rests or monthly rests as specified in the Schedule, at the rate of interest applicable or as modified under Article 2.2 and is rounded off to the next Taka. Interest shall be computed on the basis of a year of 365 days.



and sixty five days and three hundred sixty six days for a leap year.

#### 2.4 Details of Disbursement

The Loan shall be disbursed in one lump-sum or in suitable installments to be decided by LANKABANGLA with reference to the construction of the house (which decision shall be final and binding on the Borrower).

#### 2.5 Mode of Disbursement

All payments to be made by LANKABANGLA to the Borrower under or in terms of this agreement by cheque duly crossed and only" and any other cost(s) and/or expense(s) related to collection, if any, in respect of all such cheques will have to be borne by the interest on the Loan shall accrue as and from the date of delivery/dispatch handing over of the cheque irrespective of the time of transit/collection/realization of the cheque by the Borrower or his/her bank.

#### 2.6 Amortization

a) Subject to Article 2.2 and the provision for variation/modification of rate of interest, etc. contained in this agreement the Borrower shall amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which disbursement of the Loan has been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month.

b) In addition to (a) above, the Borrower shall pay the PEMII to LANKABANGLA every month, if applicable.

c) Notwithstanding what is stated Article 2.6(a) above and in the Schedule, LANKABANGLA shall have the right at all time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as LANKABANGLA may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof on the revised Schedule as may be determined by LANKABANGLA in its sole discretion and be communicated to the Borrower by LANKABANGLA in writing.

d) All payments by the Borrower under this Agreement shall be made net of all taxes or other deductions and if any withholding tax is to be paid, then all relevant payments will be grossed up by the Borrower accordingly.

e) If any repayment date falls on a non Business Day, repayment shall be made on the next succeeding Business Day and/or if the repayment date falls in the next calendar month of the year, on the preceding Business Day.

f) The Borrower shall of his/her own accord send / furnish to LANKABANGLA a statement of his/her income, every year from the date of the Loan. However, LANKABANGLA shall have the right to require the Borrower to furnish such information/documents concerning his/her income, trade, business or profession or place of business and stay at any time and the Borrower shall furnish such information/documents as may be required.

g) The Borrower shall also make balloon/lump-sum payments as and when required by LankaBangla.

h) Save and except as provided under sub-article (g) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation/modification in the applicable Rate of Interest and as a result of this the number of EMI's is liable to vary. The number of EMI's shall be given by LANKABANGLA as to the number of EMI's required to be paid by the Borrower upon each rate of interest modification. Provided however, the information as to the applicable/applied rate of interest during the financial year of LANKABANGLA and the number of EMI's payable from the last interest rate modification/application during such year may be intimated by LANKABANGLA at its sole discretion to the Borrower annually. The Borrower shall pay EMI's until the loan together with interest is paid in full.

i) Notwithstanding anything to the contrary contained in this Agreement, having regard to the applicable rate of interest for the financial year of LANKABANGLA, LANKABANGLA shall be entitled to increase the EMI amount suitably if:

(i) the said EMI would lead to negative amortization (i.e. EMI not being adequate to cover interest in full), and or

(ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by LANKABANGLA.

(iii) The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by LANKABANGLA and intimated to the Borrower by LANKABANGLA.

j) LANKABANGLA may vary its applicable rate of interest from time to time in such manner including as to loan amounts as may be deemed fit in its own discretion.

#### 2.7 Delay in payment of EMI etc.

a) No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI or PEMII regularly. It shall be entirely his/her responsibility to ensure prompt and regular payment of EMI or PEMII.

b) The delay in payment of EMI or PEMII shall render the Borrower liable to additional interest payable @ 4% percent per month or at such higher rate as per sole discretion of LANKABANGLA in that behalf as in force or be enforced from time to time. In such event the Borrower shall also be liable to pay to LANKABANGLA any amount of other incidental expense(s) and/or cost(s) incurred or to be incurred by LANKABANGLA.

#### 2.8 Pre-payment

LANKABANGLA in its sole discretion and on such terms as determined by LankaBangla may require the Borrower to pre-pay the EMI to LANKABANGLA.

#### 2.9 Commitment Charges

The Borrower shall pay to LANKABANGLA a commitment charge on the principal amount of the Loan or any part thereof as the same may be determined by LANKABANGLA. The commitment charge shall not have been drawn and shall not have been cancelled by LANKABANGLA, as per the rules of LANKABANGLA in that behalf as in force from time to time.

## 2.10 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein, LANKABANGLA may, by notice to the Borrower suspend or cancel of the Loan if the Loan shall not have been fully drawn within 12 months from the date of the Sanction Letter being no. .... dated .....(Sanction Letter).

## 2.11 Alteration and Re-Scheduling of Equated Monthly Installments

If the Loan is not totally drawn by the Borrower within a period of 12 months from the date of Sanction Letter, the EMI may be a re-scheduled in such manner and to such extent as LANKABANGLA may, in its sole discretion, decide and the repayment will be alteration and re-scheduling notwithstanding anything stated in Article 2.6 and schedule.

## 2.12 Liability of Borrower to be Joint and Several

The liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement that may have been or may be executed by the Borrower with LANKABANGLA in respect of the Loan or any other loan or loans

## 2.13 Cessation of Employment

Upon the Borrower opting for any scheme or accepting any offer from his/her employer providing for any benefit for resigning employment prior to superannuation, or upon the employer terminating his/her employment for any reason or upon the Borrower retiring from the service of the employer or any reason whatsoever or death, then notwithstanding anything to the contrary contained in the agreement or any letter or document the entire outstanding principal amount of the Loan as well as any outstanding interest and shall be payable by the Borrower/heirs to LANKABANGLA from the amount or amounts receivable by him from the employer under any offer, or any terminal benefit, as the case may be, Provided- however, in the event of the said amount or amounts being insufficient, sums to LANKABANGLA in full the amount remaining due to LANKABANGLA shall be paid by the Borrower in such manner as in its sole discretion decide and such payment shall be made by the Borrower accordingly notwithstanding anything stated in Article 2.6 and schedule.

The Borrower hereby irrevocably empowers authorizes LANKABANGLA to communicate with and receive the said amounts from the employer directly.

## ARTICLE -3 SECURITY

3.1 The Borrower agrees and undertakes that the Loan any other dues under this Agreement shall be secured by the following:

i. registered mortgage over the Property described in the schedule (hereinafter referred to as "the Property") in favour of LankaBangla of Mortgage along with an Irrevocable General Power of Attorney to be executed/executed by the Borrower in favour of LankaBangla registered with the relevant sub-registrar.

ii. .... number of cheques (i.e. ....Post dated cheques covering entire receivables & one cheques for other receivables issued by the Borrower in favour of LankaBangla.

iii. Personal Guarantee from Mr./Mrs. .... of

& .... of the Borrower/Co-Borrower.

i. Demand Promissory Note to be executed/executed by the Borrower in favour of LankaBangla.

ii. Letter of Continuity to be executed/executed by the Borrower in favour of LankaBangla.

3.2 The Borrower shall comply with the following:

a) To give a declaration to the effect that the Borrower has a clear and marketable title to the Property offered as security, free from all doubts and Encumbrances, and that the Borrower indemnifies and keeps LANKABANGLA saved, secured and harmless against all claims ever.

b) To execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the term of the Loan /or any other loan or loans granted by LANKABANGLA hereafter.

## ARTICLE -4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

4.1 a) The Borrower assures LANKABANGLA that he/she has, prior to receiving the disbursement of the Loan this day as afore said, made his own contribution i.e. the cost of the unit less LANKABANGLA's Loan.

b) The Borrower assures LANKABANGLA that he/she has absolute, clear and marketable title to the Property to be mortgaged as security for the Loan and that the said Property is absolutely unencumbered, undisputed and free from any liability whatsoever.

4.2 The obligation of LANKABANGLA to make any disbursements under the Loan Agreement shall also be subject to the following:

a) No event of default, as defined in Article 7, has occurred.

b) Any disbursement under the Loan shall, at the time of request therefore, be needed immediately by the Borrower for the purpose of purchase or construction of the Property, as the case may be, and the Borrower shall produce such evidence of the proposed utilisation of the disbursement as is found satisfactory by LANKABANGLA.

c) The Borrower shall have satisfied LANKABANGLA about the utilization of the proceeds of any prior disbursements.

## ARTICLE -5 COVENANTS

### 5.1 Particular Affirmative Covenants

a) The Borrower shall utilize the entire Loan for the purchase/construction of the property as indicated by him in his/her loan application and for no other purpose whatsoever.

b) The Borrower covenants that he/she shall complete the said construction as indicated by him in his/her loan application or completion and obtain and produce to LANKABANGLA a proper completion certificate issued by the concerned authority.

- c) The Borrower shall maintain the property in good order and condition and will make all necessary repairs, additions and improvements during the continuance of the loan at his/her own cost.
- d) The Borrower shall notify any change in his/her employment, business or profession within 7 days of the change. The Borrower shall inform any change of correspondence address immediately with affecting such change.
- e) Borrower shall ensure that he complies with all applicable laws (including rules and regulations of various authorities), for the full force.

The Borrower further covenants that he shall pay all the charges, including maintenance charges for the scheduled property, and other expenses.

- f) Notwithstanding anything stated hereinbefore, the Borrower shall be vigilant and shall see that the property is always duly and properly insured against fire and other hazards, LANKABANGLA being made the sole beneficiary under the policy, for a value as required by LANKABANGLA, during the continuance of the loan and produce evidence thereof to LANKABANGLA each year and whenever called for.
- 5.2 The Borrower shall duly furnish details of any additions/alteration in the property, within approved plan, which might be proposed during the continuance of the loan.

5.3 The Borrower agrees to the fact that LANKABANGLA or any person authorized by LANKABANGLA shall have free access to the property for the purpose of inspection/supervision and that the Borrower shall allow LANKABANGLA to inspect the progress of construction, execution of construction to ensure proper utilization of the loan, and/or to put up a board at some conspicuous place of the property stating "Property is mortgaged with LANKABANGLA" and/or any other notice(s) on the property at the sole discretion of LANKABANGLA. The Borrower shall not object to or raise any question against such deeds and activities.

5.4 That the Borrower hereby confirms and undertakes that the title over the Property of the owner from whom the Borrower has purchased/purchase/already purchased the Property is clean, genuine, unencumbered and the Borrower has investigated these matters and satisfied himself before approaching to LankaBangla for financing the Property. The Borrower further confirms that the Borrower shall acquire /has acquired the Property in due legal process and thereby shall acquire/has already acquired the Property with good title. If any dispute arises in respect of the Property in any manner whatsoever at any point of time, then the Borrower shall fully indemnify LANKABANGLA and in that case the Borrower shall be at sole discretions to take such steps as it may deem fit including but not limited to call back the total loan facility in which event the Borrower shall pay off the total loan within 07 days from the date of such calling.

#### 5.5 Negative covenants

Unless LANKABANGLA shall otherwise agree:

- a) The Borrower shall not sell mortgage, lease, and surrender or otherwise howsoever alienate the property or any part thereof.
- b) The Borrower shall not make any change in the declared use of the property. If the property is used for any other purpose in violation of the other action which LANKABANGLA might take, LANKABANGLA shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix.
- c) The Borrower shall not amalgamate or merge his/her property with any other adjacent property nor create any right of way/ easement on or through the property.
- d) The Borrower shall not stand surety/guarantee the repayment of any loan or the purchase price of any asset without the written consent of LANKABANGLA.
- e) The Borrower shall not leave Bangladesh for employment or business or long term stay abroad without informing LANKABANGLA in advance. Reason he/she leaves the country, he/she must arrange payment of EMI regularly.

#### ARTICLE-6 BORROWER'S WARRANTIES

6 The Borrower hereby warrants and undertakes to LANKABANGLA as follows:

- a) The Borrower confirms the accuracy and authenticity of the information given in his/her loan application made to LANKABANGLA and the information furnished prior to or after the same till this date.
- b) The Borrower confirms the receipt of the Sanction Letter with the terms and conditions mentioned therein and accepting the same by signing the copy marked "Acceptance Copy" and returning it to LANKABANGLA.
- c) Subsequent to the loan application there has been no Material Adverse Change affecting the purchase/construction of the Property or the grant of the Loan as prayed for in the loan application.
- d) There are no mortgages, charges, lis pendens or liens or other encumbrances or any rights of way, light or water or other easements or any support on the whole or any part of the Property of the Borrower.
- e) The Borrower is not a party to any legal proceeding affecting his/her properties and that there is no reason likely to give rise to or material claims against the Borrower.
- f) The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the Property or of any material defect in the Property or its title which has remained undisclosed and/or which may affect LANKABANGLA adversely.
- g) The Borrower's Property is not included in or affected by any of the schemes of Government or of the improvement trust or of any local body or local authority or by any alignment, widening or construction of road under any scheme of the Government or of any statutory authority.
- h) No suit is pending in any Court of Law in respect of the Property to be mortgaged with LANKABANGLA nor has the Borrower been served any Notice for infringing the provisions of any act relating to local bodies or Local Authorities or with any other process under law in Bangladesh.

i) The Borrower has disclosed all facts relating to his/her Property to LANKABANGLA and has made available to them all the title documents in his/her possession.

j) The Borrower has paid all public dues or demands such as Income Tax and all the other taxes and revenues payable to the Government of Bangladesh or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

k) It shall be the Borrower's obligation to keep himself acquainted with the rules of LANKABANGLA, herein referred to/ and those which may be issued from time to time.

l) The Borrower declares that he/she has scrutinized and is satisfied with the building plan, commencement certificate and all the necessary permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.

#### ARTICLE-7 EVENTS OF DEFAULT AND REMEDIES OF LANKABANGLA

If one or more of the events specified in this Article (hereinafter called "Events of Default") shall have happened, then, LANKABANGLA may immediately declare the entire principal and all accrued interest on the Loan that may be payable by the Borrower or in terms of this Agreement and/or any other Agreement/s, document/s subsisting between the Borrower and LANKABANGLA, together with charges, incidental expenses, costs and any other dues to be accrued forthwith and upon such declaration the same shall become due and payable forthwith and the security in relation to all Loans shall become enforceable, notwithstanding anything to the contrary in this Agreement/s or document/s.

##### 7.1 Events of Default

a) the Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable or fails to perform any obligations under this Agreement;

b) any representation, warranty or statement which is made (or deemed to have been made) by the Borrower in this Agreement, certificate, statement, in connection with this Agreement proves to be incorrect in with references to the fact and circumstances at such time would not be accurate in all material respects;

c) there is a Material Adverse Change in the Borrower's financial position;

d) there is any change in the directives of the Government of Bangladesh which, in the opinion of the Lender, would prejudice the ability to meet its financial obligations in respect of this Facility;

e) any indebtedness of the Borrower becomes due or capable of being declared due before its stated maturity, any guarantee or obligation of the Borrower is not discharged at maturity or when called or the Borrower goes into default under, or commits a breach of, any contract or agreement relating to any such indebtedness, guarantee or other obligation;

f) any petition or application is made for the appointment of a trustee, administrator, receiver or similar officer in respect of all or any part of the business or assets of the Borrower;

g) the Borrower changes or threatens to change the nature or scope of its business/service, or any governmental authority expropriates or threatens to expropriate all or part of its assets and the result of any of foregoing is, in the determination of the Lender, to affect materially its financial condition, his ability to perform its obligations under this Agreement;

h) any provision of this Agreement is or becomes for any reason, invalid or unenforceable or any consent or approval required for the performance of its obligations hereunder is revoked or modified.

i) Any information given by the Borrower in his/her loan application to LANKABANGLA for financial assistance is found to be materially incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.

j) If there is reasonable apprehension that the Borrower is unable to pay his/her debts or proceedings for classifying him as insolvent have commenced.

k) If the property given as security depreciates in value to such an extent that, in the opinion of LANKABANGLA, further security should be given and such security is not given, in spite of being called upon to do so.

l) If the Borrower's Property which is pledged as security to LANKABANGLA for the loan is sold, disposed of charged, encumbered or otherwise alienated.

m) If an attachment or restraint is levied on the Mortgaged Property or any part thereof, and/or certificate proceedings are taken for recovery of any dues from the Borrower.

n) If the Borrower fails to furnish information/documents as required by LANKABANGLA under the provisions of this Agreement.

o) If the Borrower shall become bankrupt or insolvent.

##### 7.2 Expenses of Preservation of Assets of the Borrower and of Collection

All reasonable costs incurred by LANKABANGLA after an Event of Default has occurred in connection with:

I) Preservation of the Borrower's assets whether now or hereafter existing) or

II) Collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed to LANKABANGLA as LANKABANGLA may specify.

#### ARTICLE -8 WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to LANKABANGLA upon any default under this Agreement or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver thereof by it in any default, affect or impair any right, power or remedy of LANKABANGLA in respect of any other default.

#### ARTICLE- 9 EFFECTIVE DATE OF AGREEMENT

The Agreement shall be in force till all the moneys due and payable to LANKABANGLA under this Agreement as well as the Finance

Documents that may be subsisting/executed between the Borrower and LANKABANGLA are fully paid.

#### ARTICLE- 10 MISCELLANEOUS

10.1 All moneys due and payable by the Borrower to LANKABANGLA under or in terms of this Agreement shall be paid at the residence of LANKABANGLA by cheque, or bank draft, drawn in favour of LANKABANGLA in a schedule bank in the town or city where such office is situated or in any other manner as may be approved by LANKABANGLA and shall be so paid as to enable LANKABANGLA to meet the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft will be given only on realisation thereof by LANKABANGLA.

10.2 a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan by LANKABANGLA. The Borrower shall also permit similar inspection by officers of such other companies, banks, institution or body as LANKABANGLA may approve, authorize or nominate.

b) LANKABANGLA shall have the right to create charge over the property in favour of any company, bank, institution or body to provide security for any refinancing facility or any loan availed of by LANKABANGLA from such company, bank, institution or body;

c) LANKABANGLA shall also have the right to transfer or assign the mortgage over the property in favour of any company, bank, institution or body in connection with any sale or transfer of the Loan by LANKABANGLA to them.

d) LANKABANGLA shall have the authority to make available any information contained in the loan application form and/or any document or paper or statement submitted to LANKABANGLA by or on behalf of the Borrower and/or pertaining or relating to the Loan, to any rating or other agency or institution or body as LANKABANGLA in its sole discretion may deem fit.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

10.4 Any notice or request required or permitted to be given or made under this Agreement to LANKABANGLA or to the Borrower shall be in writing. such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand mail or to the party to which it is required or permitted to be given or made at such party's address specified at the beginning of this Agreement. IN WITNESS WHEREOF the parties hereto have signed on the date first above written.

Signed and Delivered by the within-named

LANKABANGLA FINANCE LIMITED

1..... 2.....

its authorized signatory its authorized signatory

Signed and Delivered by the within-named Borrower/s

Signature & Date:

.....  
Name:

Witness: Witness:

1. ....

2.....

Name: Name:

Address: Address: LOAN AGREEMENT

Loan Agreement No. Dated: .....

#### BETWEEN

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani, Dhaka-1213, hereinafter called "LANKABANGLA" (which expression otherwise requires include its successors and assigns) of the ONE part;

AND

Mr./Ms. ....

son/daughter/wife of .....

(Mother's Name: .....

residence address.....

.....  
and permanent address at .....

.....  
(hereinafter called "the Borrower", which expression shall unless the context otherwise requires include his/her heirs, successors and assigns) of the OTHER part.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

#### ARTICLE- 1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

a) "Equated Monthly Installment (EMI)" means the amount of monthly payment necessary to amortize the loan along with interest over the period of the Loan.

b) "Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any other claim or interest whatsoever, howsoever created or arising and whether relating to existing or future assets.

- c) "Loan" means the loan amount granted by LankaBangla to the Borrower in accordance with the terms and conditions of this described in Article 2.1 hereto and for the time being outstanding.
- d) "Loan Documents" shall mean this Loan Agreement, all the agreements, deeds, instruments and documents executed between LankaBangla and the Borrower or in favour of LankaBangla, including the Security Documents, for effecting the Loan contemplated hereunder.
- e) "Material Adverse Effect" or "Material Adverse Change" means the effect or change of any event or circumstance which is or is likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan Security Documents in a timely manner; or is or is reasonably likely to be prejudicial in a material and adverse respect to the interests of LankaBangla under the Loan Documents.
- f) "Pre Equated Monthly Installment Interest (PEMII)" means interest at the rate indicated in Article 2.2, on the Loan from the dates of disbursement to the date immediately prior to the date of commencement of EMI.
- g) "Prepayment" means premature repayment of the outstanding loan amount (including principal and interest) as per the terms laid down by LANKABANGLA and any other charges, loss of interest, fees etc. payable in that behalf and in force at the time of prepayment.
- h) "Rate of Interest (ROI)" means the rate of interest which is payable by the Borrower to LankaBangla for the Loan during the term and is determined in accordance with Article 2.2 of this Agreement.
- i) The term "repayment" means the repayment of the principal amount of loan, interest thereon, and any other additional or periodical charges, reimbursement of costs and/or expenses, fees or other kind of dues payable in terms of this Agreement to LANKABANGLA in particular, amortization provided for in Article 2.6 of this Agreement.
- j) "Schedule" means the Schedule written after Article -10 of this Agreement.
- k) "Security Documents" mean the documents listed in Article 3 hereunder.

1.2 The term and expression not herein defined shall where the interpretation and meaning have been assigned to them in terms of the Interpretation Act, 1897, have that interpretation and meaning.

1.3 The term "Construction" shall mean and include new construction/extension/ improvement/repairs/renovation.

1.4 The term house includes flat, apartment, twin house, row house or any other structure used for residential or commercial purposes whether constructed or under construction, complete or incomplete.

1.5 The term purchase shall mean and include acquisition of a plot of land/ready built/under construction building/flat or any other structure mentioned in 1.6 above.

## ARTICLE -2 LOANS, INTEREST etc.

### 2.1 Amount of Loan

2.1.1 Subject to clause 4 hereunder, upon request of the Borrower, LANKABANGLA agrees to lend to the Borrower home loan of the amount of Taka ..... (Bangladeshi Taka .....)

(the "Loan") for the purpose of buying ..... apartments occupying on the ..... measuring total ..... square feet and ..... square feet total space measuring ..... square feet on the terms of the Schedule.

2.1.2 The Loan shall be provided for a period ..... calendar months.

### 2.2 Interest

a. Until and as varied by LANKABANGLA in terms of this Agreement, the rate of interest applicable to the Loan as at the date of this Agreement .....% p.a. and shall be on an adjustable interest rate basis. Provided that from time to time LANKABANGLA in its discretion modify the Rate of Interest prospectively on the Loan with or without serving notice to the Borrower and henceforth the rate of interest as modified shall be applicable to the Loan.

b) The Borrower shall reimburse or pay to LANKABANGLA such amount as may have been paid or payable by LANKABANGLA on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Government. The reimbursement shall be made by the Borrower as and when called upon to do so by LANKABANGLA.

### 2.3 Computation of Interest

The EMI shall be calculated, on the basis of annual rests, or quarterly rests or monthly rests as specified in the Schedule, at the rate of interest applicable or as modified under Article 2.2 and is rounded off to the next Taka. Interest shall be computed on the basis of a year of 365 days and sixty five days and three hundred sixty six days for a leap year.

### 2.4 Details of Disbursement

The Loan shall be disbursed in one lump-sum or in suitable installments to be decided by LANKABANGLA with reference to the requirements for the construction of the house (which decision shall be final and binding on the Borrower).

### 2.5 Mode of Disbursement

All payments to be made by LANKABANGLA to the Borrower under or in terms of this agreement by cheque duly crossed and cashed and only" and any other cost(s) and/or expense(s) related to collection, if any, in respect of all such cheques will have to be borne by the Borrower. The interest on the Loan shall accrue as and from the date of delivery/dispatch handing over of the cheque irrespective of the time of transit/collection/realization of the cheque by the Borrower or his/her bank.

### 2.6 Amortization

a) Subject to Article 2.2 and the provision for variation/modification of rate of interest, etc. contained in this agreement the Borrower shall amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for

whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which disbursement of the Loan has been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month.

b) In addition to (a) above, the Borrower shall pay the PEMII to LANKABANGLA every month, if applicable.

c) Notwithstanding what is stated Article 2.6(a) above and in the Schedule, LANKABANGLA shall have the right at all time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as LANKABANGLA may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof in accordance with the revised Schedule as may be determined by LANKABANGLA in its sole discretion and be communicated to the Borrower by LANKABANGLA in writing.

d) All payments by the Borrower under this Agreement shall be made net of all taxes or other deductions and if any withholding tax is to be paid, then all relevant payments will be grossed up by the Borrower accordingly.

e) If any repayment date falls on a non Business Day, repayment shall be made on the next succeeding Business Day and/or if the repayment date falls in the next calendar month of the year, on the preceding Business Day.

f) The Borrower shall of his/her own accord send / furnish to LANKABANGLA a statement of his/her income, every year from the date of the Loan. However, LANKABANGLA shall have the right to require the Borrower to furnish such information/documents concerning his/her income, trade, business or profession or place of business and stay at any time and the Borrower shall furnish such information/documents as may be required by LANKABANGLA.

g) The Borrower shall also make balloon/lump-sum payments as and when required by LankaBangla.

h) Save and except as provided under sub-article (g) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation/modification in the applicable Rate of Interest and as a result of this the number of EMI's is liable to vary. The number of EMI's shall be given by LANKABANGLA as to the number of EMI's required to be paid by the Borrower upon each rate of interest modification. Provided however, the information as to the applicable/applied rate of interest during the financial year of LANKABANGLA and the number of EMI's payable from the last interest rate modification/application during such year may be intimated by LANKABANGLA at its sole discretion to the Borrower annually. The Borrower shall pay EMI's until the loan together with interest is paid in full.

i) Notwithstanding anything to the contrary contained in this Agreement, having regard to the applicable rate of interest for the financial year of LANKABANGLA, LANKABANGLA shall be entitled to increase the EMI amount suitably if:

(i) the said EMI would lead to negative amortization (i.e. EMI not being adequate to cover interest in full), and or

(ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by LANKABANGLA.

(iii) The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by LANKABANGLA and the same shall be intimated to the Borrower by LANKABANGLA.

j) LANKABANGLA may vary its applicable rate of interest from time to time in such manner including as to loan amounts as may be deemed fit in its own discretion.

**2.7 Delay in payment of EMI etc.**

a) No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI or PEMII regularly. It shall be entirely his/her responsibility to ensure prompt and regular payment of EMI or PEMII.

b) The delay in payment of EMI or PEMII shall render the Borrower liable to additional interest payable @ 4% percent per month or at such higher rate as per sole discretion of LANKABANGLA in that behalf as in force or be enforced from time to time. In such event the Borrower shall also be liable to pay to LANKABANGLA any amount of other incidental expense(s) and/or cost(s) incurred or to be incurred by LANKABANGLA.

**2.8 Pre-payment**

LANKABANGLA in its sole discretion and on such terms as determined by LankaBangla may require the Borrower to pre-pay the EMI to LANKABANGLA.

**2.9 Commitment Charges**

The Borrower shall pay to LANKABANGLA a commitment charge on the principal amount of the Loan or any part thereof as the same may be determined by LANKABANGLA. The commitment charge shall not have been drawn and shall not have been cancelled by LANKABANGLA, as per the rules of LANKABANGLA in that behalf as in force from time to time.

**2.10 Terminal Dates for Disbursement**

Notwithstanding anything to the contrary contained herein, LANKABANGLA may, by notice to the Borrower suspend or cancel the disbursement of the Loan if the Loan shall not have been fully drawn within 12 months from the date of the Sanction Letter being no. .... dated .....(Sanction Letter).

**2.11 Alteration and Re-Scheduling of Equated Monthly Installments**

If the Loan is not totally drawn by the Borrower within a period of 12 months from the date of Sanction Letter, the EMI may be altered and re-scheduled in such manner and to such extent as LANKABANGLA may, in its sole discretion, decide and the repayment will be in accordance with the alteration and re-scheduling notwithstanding anything stated in Article 2.6 and schedule.

**2.12 Liability of Borrower to be Joint and Several**

The liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement shall be joint and several and shall not be limited by the number of persons who may be executed by the Borrower with LANKABANGLA in respect of the Loan or any other loan or loans.

**2.13 Cessation of Employment**

Upon the Borrower opting for any scheme or accepting any offer from his/her employer providing for any benefit for resigning employment prior to superannuation, or upon the employer terminating his/her employment for any reason or upon the Borrower retiring from the service of the employer or any reason whatsoever or death, then notwithstanding any thing to the contrary contained in any agreement or any letter or document the entire outstanding principal amount of the Loan as well as any outstanding interest and shall be payable by the Borrower/heirs to LANKABANGLA from the amount or amounts receivable by him from the employer under any offer, or any terminal benefit, as the case may be, Provided- however, in the event of the said amount or amounts being insufficient, the sums to LANKABANGLA in full the amount remaining due to LANKABANGLA shall be paid by the Borrower in such manner as LANKABANGLA in its sole discretion decide and such payment shall be made by the Borrower accordingly notwithstanding anything stated in Article 1 of the schedule.

The Borrower hereby irrevocably empowers authorizes LANKABANGLA to communicate with and receive the said amounts from the employer directly.

### ARTICLE -3 SECURITY

3.1 The Borrower agrees and undertakes that the Loan any other dues under this Agreement shall be secured by the following:

i. registered mortgage over the Property described in the schedule (hereinafter referred to as "the Property") in favour of LankaBangla of Mortgage along with an Irrevocable General Power of Attorney to be executed/executed by the Borrower in favour of LankaBangla registered with the relevant sub-registrar.

ii. .... number of cheques (i.e. ....Post dated cheques covering entire receivables & one cheques for other receivables issued by the Borrower in favour of LankaBangla.

iii. Personal Guarantee from Mr./Mrs. ....

..... of ..... & ..... of the Borrower/Co-Borrower.

i. Demand Promissory Note to be executed/executed by the Borrower in favour of LankaBangla.

ii. Letter of Continuity to be executed/executed by the Borrower in favour of LankaBangla.

3.2 The Borrower shall comply with the following:

a) To give a declaration to the effect that the Borrower has a clear and marketable title to the Property offered as security, free from all doubts and Encumbrances, and that the Borrower indemnifies and keeps LANKABANGLA saved, secured and harmless against all claims ever.

b) To execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the continuance of the Loan /or any other loan or loans granted by LANKABANGLA hereafter.

### ARTICLE -4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

4.1 a) The Borrower assures LANKABANGLA that he/she has, prior to receiving the disbursement of the Loan this day as afore said, made his own contribution i.e. the cost of the unit less LANKABANGLA's Loan.

b) The Borrower assures LANKABANGLA that he/she has absolute, clear and marketable title to the Property to be mortgaged as security for the Loan and that the said Property is absolutely unencumbered, undisputed and free from any liability whatsoever.

4.2 The obligation of LANKABANGLA to make any disbursements under the Loan Agreement shall also be subject to the following:

a) No event of default, as defined in Article 7, has occurred.

b) Any disbursement under the Loan shall, at the time of request therefore, be needed immediately by the Borrower for the purpose of purchase or construction of the Property, as the case may be, and the Borrower shall produce such evidence of the proposed utilisation of the disbursement as is found satisfactory by LANKABANGLA.

c) The Borrower shall have satisfied LANKABANGLA about the utilization of the proceeds of any prior disbursements.

### ARTICLE -5 COVENANTS

5.1 Particular Affirmative Covenants

a) The Borrower shall utilize the entire Loan for the purchase/construction of the property as indicated by him in his/her loan application and for no other purpose whatsoever.

b) The Borrower covenants that he/she shall complete the said construction as indicated by him in his/her loan application or construction and obtain and produce to LANKABANGLA a proper completion certificate issued by the concerned authority.

c) The Borrower shall maintain the property in good order and condition and will make all necessary repairs, additions and improvements during the continuance of the loan at his/her own cost.

d) The Borrower shall notify any change in his/her employment, business or profession within 7 days of the change. The Borrower shall inform any change of correspondence address immediately with affecting such change.

e) Borrower shall ensure that he complies with all applicable laws (including rules and regulations of various authorities), for the time being in force.

The Borrower further covenants that he shall pay all the charges, including maintenance charges for the scheduled property, and all other expenses.

f) Notwithstanding anything stated hereinbefore, the Borrower shall be vigilant and shall see that the property is always duly and properly insured against fire and other hazards, LANKABANGLA being made the sole beneficiary under the policy, for a value as required by LANKABANGLA, during the continuance of the loan and produce evidence thereof to LANKABANGLA each year and whenever called for.

5.2 The Borrower shall duly furnish details of any additions/alteration in the property, within approved plan, which might be proposed.



the continuance of the loan.

5.3 The Borrower agrees to the fact that LANKABANGLA or any person authorized by LANKABANGLA shall have free access to the Property for the purpose of inspection/supervision and that the Borrower shall allow LANKABANGLA to inspect the progress of construction, execution of construction to ensure proper utilization of the loan, and/or to put up a board at some conspicuous place of the property stating "The Property is mortgaged with LANKABANGLA" and/or any other notice(s) on the property at the sole discretion of LANKABANGLA. The Borrower shall not object to or raise any question against such deeds and activities.

5.4 That the Borrower hereby confirms and undertakes that the title over the Property of the owner from whom the Borrower has purchased/purchase/already purchased the Property is clean, genuine, unencumbered and the Borrower has investigated these matters and is satisfied before approaching to LankaBangla for financing the Property. The Borrower further confirms that the Borrower shall acquire /has acquired the Property in due legal process and thereby shall acquire/has already acquired the Property with good title. If any dispute arises in relation to the Property in any manner whatsoever at any point of time, then the Borrower shall fully indemnify LANKABANGLA and in that case shall be at sole discretions to take such steps as it may deem fit including but not limited to call back the total loan facility in which event the Borrower shall pay off the total loan within 07 days from the date of such calling.

#### 5.5 Negative covenants

Unless LANKABANGLA shall otherwise agree:

- a) The Borrower shall not sell mortgage, lease, and surrender or otherwise howsoever alienate the property or any part thereof.
- b) The Borrower shall not make any change in the declared use of the property. If the property is used for any other purpose in violation of the other action which LANKABANGLA might take, LANKABANGLA shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix.
- c) The Borrower shall not amalgamate or merge his/her property with any other adjacent property nor create any right of way/ easement on or through the property.
- d) The Borrower shall not stand surety/guarantee the repayment of any loan or the purchase price of any asset without the written consent of LANKABANGLA.
- e) The Borrower shall not leave Bangladesh for employment or business or long term stay abroad without informing LANKABANGLA. If for any reason he/she leaves the country, he/she must arrange payment of EMI regularly.

#### ARTICLE-6 BORROWER'S WARRANTIES

6 The Borrower hereby warrants and undertakes to LANKABANGLA as follows:

- a) The Borrower confirms the accuracy and authenticity of the information given in his/her loan application made to LANKABANGLA and the information furnished prior to or after the same till this date.
- b) The Borrower confirms the receipt of the Sanction Letter with the terms and conditions mentioned therein and accepting the same and returning the copy marked "Acceptance Copy" and returning it to LANKABANGLA.
- c) Subsequent to the loan application there has been no Material Adverse Change affecting the purchase/construction of the Property or the grant of the Loan as prayed for in the loan application.
- d) There are no mortgages, charges, lis pendens or liens or other encumbrances or any rights of way, light or water or other easements or any support on the whole or any part of the Property of the Borrower.
- e) The Borrower is not a party to any legal proceeding affecting his/her properties and that there is no reason likely to give rise to or material claims against the Borrower.
- f) The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the Property or of any material defect in the Property or its title which has remained undisclosed and/or which may affect LANKABANGLA adversely.
- g) The Borrower's Property is not included in or affected by any of the schemes of Government or of the improvement trust or of any body or local authority or by any alignment, widening or construction of road under any scheme of the Government or of any statutory authority.
- h) No suit is pending in any Court of Law in respect of the Property to be mortgaged with LANKABANGLA nor has the Borrower received any Notice for infringing the provisions of any act relating to local bodies or Local Authorities or with any other process under law in Bangladesh.
- i) The Borrower has disclosed all facts relating to his/her Property to LANKABANGLA and has made available to them all the title documents in his possession.
- j) The Borrower has paid all public dues or demands such as Income Tax and all the other taxes and revenues payable to the Government of Bangladesh or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- k) It shall be the Borrower's obligation to keep himself acquainted with the rules of LANKABANGLA, herein referred to/ and those which may be issued from time to time.
- l) The Borrower declares that he/she has scrutinized and is satisfied with the building plan, commencement certificate and all the necessary permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.

#### ARTICLE-7 EVENTS OF DEFAULT AND REMEDIES OF LANKABANGLA

If one or more of the events specified in this Article (hereinafter called "Events of Default") shall have happened, then, LANKABANGLA may, at its sole discretion, give notice to the Borrower may immediately declare the entire principal and all accrued interest on the Loan that may be payable by the Borrower or in terms of this Agreement and/or any other Agreement/s, document/s subsisting between the Borrower and LANKABANGLA.

charges, incidental expenses, costs and any other dues to be accrued forthwith and upon such declaration the same shall become forthwith and the security in relation to all Loans shall become enforceable, notwithstanding anything to the contrary in this Agreement/s or document/s.

#### 7.1 Events of Default

- a) the Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable or fails to perform any obligations under this Agreement;
- b) any representation, warranty or statement which is made (or deemed to have been made) by the Borrower in this Agreement or certificate, statement, in connection with this Agreement proves to be incorrect in with references to the fact and circumstances at such time would not be accurate in all material respects;
- c) there is a Material Adverse Change in the Borrower's financial position;
- d) there is any change in the directives of the Government of Bangladesh which, in the opinion of the Lender, would prejudice the ability to meet its financial obligations in respect of this Facility;
- e) any indebtedness of the Borrower becomes due or capable of being declared due before its stated maturity, any guarantee or obligation of the Borrower is not discharged at maturity or when called or the Borrower goes into default under, or commits a breach of, any agreement relating to any such indebtedness, guarantee or other obligation;
- f) any petition or application is made for the appointment of a trustee, administrator, receiver or similar officer in respect of all or part of the business or assets of the Borrower;
- g) the Borrower changes or threatens to change the nature or scope of its business/service, or any governmental authority expropriates or threatens to expropriate all or part of its assets and the result of any of foregoing is, in the determination of the Lender, to affect its financial condition, his ability to perform its obligations under this Agreement;
- h) any provision of this Agreement is or becomes for any reason, invalid or unenforceable or any consent or approval required for the performance of its obligations hereunder is revoked or modified.
- i) Any information given by the Borrower in his/her loan application to LANKABANGLA for financial assistance is found to be materially incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.
- j) If there is reasonable apprehension that the Borrower is unable to pay his/her debts or proceedings for classifying him as insolvent have commenced.

k) If the property given as security depreciates in value to such an extent that, in the opinion of LANKABANGLA, further security should be given and such security is not given, in spite of being called upon to do so.

l) If the Borrower's Property which is pledged as security to LANKABANGLA for the loan is sold, disposed of charged, encumbered or mortgaged.

m) If an attachment or restraint is levied on the Mortgaged Property or any part thereof, and/or certificate proceedings are taken for recovery of any dues from the Borrower.

n) If the Borrower fails to furnish information/documents as required by LANKABANGLA under the provisions of this Agreement.

o) If the Borrower shall become bankrupt or insolvent.

#### 7.2 Expenses of Preservation of Assets of the Borrower and of Collection

All reasonable costs incurred by LANKABANGLA after an Event of Default has occurred in connection with:

I) Preservation of the Borrower's assets whether now or hereafter existing) or

II) Collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed to LANKABANGLA as Lender may specify.

#### ARTICLE -8 WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to LANKABANGLA upon any default under this Agreement or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver thereof by it in any default, affect or impair any right, power or remedy of LANKABANGLA in respect of any other default.

#### ARTICLE- 9 EFFECTIVE DATE OF AGREEMENT

The Agreement shall be in force till all the moneys due and payable to LANKABANGLA under this Agreement as well as the Financial Documents that may be subsisting/executed between the Borrower and LANKABANGLA are fully paid.

#### ARTICLE- 10 MISCELLANEOUS

10.1 All moneys due and payable by the Borrower to LANKABANGLA under or in terms of this Agreement shall be paid at the residence of LANKABANGLA by cheque, or bank draft, drawn in favour of LANKABANGLA in a schedule bank in the town or city where such office is situated or in any other manner as may be approved by LANKABANGLA and shall be so paid as to enable LANKABANGLA to receive the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft will be given only on realisation thereof by LANKABANGLA.

10.2 a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan from LANKABANGLA. The Borrower shall also permit similar inspection by officers of such other companies, banks, institution or body as LANKABANGLA may approve, authorize or nominate.

b) LANKABANGLA shall have the right to create charge over the property in favour of any company, bank, institution or body or to provide security for any re-finance facility or any loan availed of by LANKABANGLA from such company, bank, institution or body;

c) LANKABANGLA shall also have the right to transfer or assign the mortgage over the property in favour of any company, bank or financial institution or body in connection with any sale or transfer of the Loan by LANKABANGLA to them.

d) LANKABANGLA shall have the authority to make available any information contained in the loan application form and/or any document or paper or statement submitted to LANKABANGLA by or on behalf of the Borrower and/or pertaining or relating to the Loan, to any rating or other agency or institution or body as LANKABANGLA in its sole discretion may deem fit.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

10.4 Any notice or request required or permitted to be given or made under this Agreement to LANKABANGLA or to the Borrower shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand mail or by registered post to the party to which it is required or permitted to be given or made at such party's address specified at the beginning of this Agreement. IN WITNESS WHEREOF the parties hereto have signed on the date first above written.

Signed and Delivered by the within-named

LANKABANGLA FINANCE LIMITED

1..... 2.....

its authorized signatory its authorized signatory

Signed and Delivered by the within-named Borrower/s

Signature & Date:

.....  
Name:

Witness: Witness:

1. ....

2.....

Name: Name:

Address: Address: LOAN AGREEMENT

Loan Agreement No. Dated: .....

BETWEEN

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani, Dhaka-1213, hereinafter called "LANKABANGLA" (which expression otherwise requires include its successors and assigns) of the ONE part;

AND

Mr./Ms. ....

son/daughter/wife of .....

(Mother's Name: .....

residence address.....

.....  
and permanent address at .....

.....  
(hereinafter called "the Borrower", which expression shall unless the context otherwise requires include his/her heirs, successors and assigns) of the OTHER part.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE- 1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

a) "Equated Monthly Installment (EMI)" means the amount of monthly payment necessary to amortize the loan along with interest over the period of the Loan.

b) "Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any other charge whatsoever, howsoever created or arising and whether relating to existing or future assets.

c) "Loan" means the loan amount granted by LankaBangla to the Borrower in accordance with the terms and conditions of this Agreement as described in Article 2.1 hereto and for the time being outstanding.

d) "Loan Documents" shall mean this Loan Agreement, all the agreements, deeds, instruments and documents executed between the Borrower and LankaBangla or in favour of LankaBangla, including the Security Documents, for effecting the Loan contemplated hereunder.

e) "Material Adverse Effect" or "Material Adverse Change" means the effect or change of any event or circumstance which is or is likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan Documents in a timely manner; or is or is reasonably likely to be prejudicial in a material and adverse respect to the interests of LankaBangla under the Loan Documents.

f) "Pre Equated Monthly Installment Interest (PEMII)" means interest at the rate indicated in Article 2.2, on the Loan from the date of disbursement to the date immediately prior to the date of commencement of EMI.

g) "Prepayment" means premature repayment of the outstanding loan amount (including principal and interest) as per the terms laid down by LANKABANGLA and any other charges, loss of interest, fees etc. payable in that behalf and in force at the time of prepayment.

- h) "Rate of Interest (ROI)" means the rate of interest which is payable by the Borrower to LankaBangla for the Loan during the term of the Loan and is determined in accordance with Article 2.2 of this Agreement.
- i) The term "repayment" means the repayment of the principal amount of loan, interest thereon, and any other additional or periodical charges, reimbursement of costs and/or expenses, fees or other kind of dues payable in terms of this Agreement to LANKABANGLA in particular, amortization provided for in Article 2.6 of this Agreement.
- j) "Schedule" means the Schedule written after Article -10 of this Agreement.
- k) "Security Documents" mean the documents listed in Article 3 hereunder.

1.2 The term and expression not herein defined shall where the interpretation and meaning have been assigned to them in terms of the Act, 1897, have that interpretation and meaning.

1.3 The term "Construction" shall mean and include new construction/extension/ improvement/repairs/renovation.

1.4 The term house includes flat, apartment, twin house, row house or any other structure used for residential or commercial purposes whether constructed or under construction, complete or incomplete.

1.5 The term purchase shall mean and include acquisition of a plot of land/ready built/under construction building/flat or any other structure mentioned in 1.6 above.

## ARTICLE -2 LOANS, INTEREST etc.

### 2.1 Amount of Loan

2.1.1 Subject to clause 4 hereunder, upon request of the Borrower, LANKABANGLA agrees to lend to the Borrower home loan of amount of Taka.....(Bangladeshi Taka.....

(the "Loan") for the purpose of buying ..... apartments occupying on the ..... measuring total ..... square feet and ..... square feet total space measuring ..... square feet on the terms of ..... square feet on the terms of .....

2.1.2 The Loan shall be provided for a period ..... calendar months.

### 2.2 Interest

a. Until and as varied by LANKABANGLA in terms of this Agreement, the rate of interest applicable to the Loan as at the date of this Agreement .....% p.a. and shall be on an adjustable interest rate basis. Provided that from time to time LANKABANGLA in its sole discretion modify the Rate of Interest prospectively on the Loan with or without serving notice to the Borrower and henceforth the rate of interest as modified shall be applicable to the Loan.

b) The Borrower shall reimburse or pay to LANKABANGLA such amount as may have been paid or payable by LANKABANGLA on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Government. The reimbursement shall be made by the Borrower as and when called upon to do so by LANKABANGLA.

### 2.3 Computation of Interest

The EMI shall be calculated, on the basis of annual rests, or quarterly rests or monthly rests as specified in the Schedule, at the rate of interest applicable or as modified under Article 2.2 and is rounded off to the next Taka. Interest shall be computed on the basis of a year of 365 days and sixty five days and three hundred sixty six days for a leap year.

### 2.4 Details of Disbursement

The Loan shall be disbursed in one lump-sum or in suitable installments to be decided by LANKABANGLA with reference to the progress of construction of the house (which decision shall be final and binding on the Borrower).

### 2.5 Mode of Disbursement

All payments to be made by LANKABANGLA to the Borrower under or in terms of this agreement by cheque duly crossed and cashed and only" and any other cost(s) and/or expense(s) related to collection, if any, in respect of all such cheques will have to be borne by the Borrower. The interest on the Loan shall accrue as and from the date of delivery/dispatch handing over of the cheque irrespective of the time of transit/collection/realization of the cheque by the Borrower or his/her bank.

### 2.6 Amortization

a) Subject to Article 2.2 and the provision for variation/modification of rate of interest, etc. contained in this agreement the Borrower shall amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which disbursement of the Loan has been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month.

b) In addition to (a) above, the Borrower shall pay the PEMII to LANKABANGLA every month, if applicable.

c) Notwithstanding what is stated Article 2.6(a) above and in the Schedule, LANKABANGLA shall have the right at all time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as LANKABANGLA may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof in accordance with the revised Schedule as may be determined by LANKABANGLA in its sole discretion and be communicated to the Borrower by LANKABANGLA in writing.

d) All payments by the Borrower under this Agreement shall be made net of all taxes or other deductions and if any withholding tax is to be paid, then all relevant payments will be grossed up by the Borrower accordingly.

e) If any repayment date falls on a non Business Day, repayment shall be made on the next succeeding Business Day and/or if the repayment date falls in the next calendar month of the year, on the preceding Business Day.

f) The Borrower shall of his/her own accord send / furnish to LANKABANGLA a statement of his/her income, every year from the date of the Loan. However, LANKABANGLA shall have the right to require the Borrower to furnish such information/documents concerning his/her income, trade, business or profession or place of business and stay at any time and the Borrower shall furnish such information/documents accordingly.

g) The Borrower shall also make balloon/lump-sum payments as and when required by LankaBangla.

h) Save and except as provided under sub-article (g) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation/modification in the applicable Rate of Interest and as a result of this the number of EMI's is liable to vary. The number of EMI's shall be given by LANKABANGLA as to the number of EMI's required to be paid by the Borrower upon each rate of interest modification. Provided however, the information as to the applicable/applied rate of interest during the financial year of LANKABANGLA and the number of EMI's payable from the last interest rate modification/application during such year may be intimated by LANKABANGLA at its sole discretion to the Borrower annually. The Borrower shall pay EMI's until the loan together with interest is paid in full.

i) Notwithstanding anything to the contrary contained in this Agreement, having regard to the applicable rate of interest for the financial year of LANKABANGLA, LANKABANGLA shall be entitled to increase the EMI amount suitably if:

(i) the said EMI would lead to negative amortization (i.e. EMI not being adequate to cover interest in full), and or

(ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by LANKABANGLA.

(iii) The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by LANKABANGLA and intimated to the Borrower by LANKABANGLA.

j) LANKABANGLA may vary its applicable rate of interest from time to time in such manner including as to loan amounts as may be deemed fit in its own discretion.

#### 2.7 Delay in payment of EMI etc.

a) No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI or PEMII regularly. It shall be entirely his/her responsibility to ensure prompt and regular payment of EMI or PEMII.

b) The delay in payment of EMI or PEMII shall render the Borrower liable to additional interest payable @ 4% percent per month or at such higher rate as per sole discretion of LANKABANGLA in that behalf as in force or be enforced from time to time. In such event, the Borrower shall also be liable to pay to LANKABANGLA any amount of other incidental expense(s) and/or cost(s) incurred or to be incurred by LANKABANGLA.

#### 2.8 Pre-payment

LANKABANGLA in its sole discretion and on such terms as determined by LankaBangla may require the Borrower to pre-pay the EMI to LANKABANGLA.

#### 2.9 Commitment Charges

The Borrower shall pay to LANKABANGLA a commitment charge on the principal amount of the Loan or any part thereof as the same may be determined by LANKABANGLA. The commitment charge shall not have been drawn and shall not have been cancelled by LANKABANGLA, as per the rules of LANKABANGLA in that behalf as in force from time to time.

#### 2.10 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein, LANKABANGLA may, by notice to the Borrower suspend or cancel the disbursement of the Loan if the Loan shall not have been fully drawn within 12 months from the date of the Sanction Letter being no. .... dated .....(Sanction Letter).

#### 2.11 Alteration and Re-Scheduling of Equated Monthly Installments

If the Loan is not totally drawn by the Borrower within a period of 12 months from the date of Sanction Letter, the EMI may be altered and re-scheduled in such manner and to such extent as LANKABANGLA may, in its sole discretion, decide and the repayment will be made accordingly. The alteration and re-scheduling notwithstanding anything stated in Article 2.6 and schedule.

#### 2.12 Liability of Borrower to be Joint and Several

The liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement shall be joint and several and shall be executed by the Borrower with LANKABANGLA in respect of the Loan or any other loan or loans.

#### 2.13 Cessation of Employment

Upon the Borrower opting for any scheme or accepting any offer from his/her employer providing for any benefit for resigning from employment prior to superannuation, or upon the employer terminating his/her employment for any reason or upon the Borrower retiring from the service of the employer or any reason whatsoever or death, then notwithstanding anything to the contrary contained in this agreement or any letter or document the entire outstanding principal amount of the Loan as well as any outstanding interest and other amounts shall be payable by the Borrower/heirs to LANKABANGLA from the amount or amounts receivable by him from the employer under any offer, or any terminal benefit, as the case may be, Provided- however, in the event of the said amount or amounts being insufficient to discharge the sums to LANKABANGLA in full the amount remaining due to LANKABANGLA shall be paid by the Borrower in such manner as may be decided by LANKABANGLA in its sole discretion and such payment shall be made by the Borrower accordingly notwithstanding anything stated in Article 2.6 and schedule.

The Borrower hereby irrevocably empowers authorizes LANKABANGLA to communicate with and receive the said amounts from the employer directly.

#### ARTICLE -3 SECURITY

3.1 The Borrower agrees and undertakes that the Loan any other dues under this Agreement shall be secured by the following:

i. registered mortgage over the Property described in the schedule (hereinafter referred to as "the Property") in favour of LankaBangla along with an Irrevocable General Power of Attorney to be executed/executed by the Borrower in favour of LankaBangla registered with the relevant sub-registrar.

ii. .... number of cheques (i.e. ....Post dated cheques) covering entire receivables & one cheques for other receivables issued by the Borrower in favour of LankaBangla.

iii. Personal Guarantee from Mr./Mrs. ....

..... of .....  
& ..... of the Borrower/Co-Borrower.

i. Demand Promissory Note to be executed/executed by the Borrower in favour of LankaBangla.

ii. Letter of Continuity to be executed/executed by the Borrower in favour of LankaBangla.

3.2 The Borrower shall comply with the following:

a) To give a declaration to the effect that the Borrower has a clear and marketable title to the Property offered as security, free from all doubts and Encumbrances, and that the Borrower indemnifies and keeps LANKABANGLA saved, secured and harmless against all claims ever.

b) To execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the term of the Loan /or any other loan or loans granted by LANKABANGLA hereafter.

#### ARTICLE -4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

4.1 a) The Borrower assures LANKABANGLA that he/she has, prior to receiving the disbursement of the Loan this day as afore said, made his own contribution i.e. the cost of the unit less LANKABANGLA's Loan.

b) The Borrower assures LANKABANGLA that he/she has absolute, clear and marketable title to the Property to be mortgaged as security for the Loan and that the said Property is absolutely unencumbered, undisputed and free from any liability whatsoever.

4.2 The obligation of LANKABANGLA to make any disbursements under the Loan Agreement shall also be subject to the following:

a) No event of default, as defined in Article 7, has occurred.

b) Any disbursement under the Loan shall, at the time of request therefore, be needed immediately by the Borrower for the purpose of purchase or construction of the Property, as the case may be, and the Borrower shall produce such evidence of the proposed utilisation of the disbursement as is found satisfactory by LANKABANGLA.

c) The Borrower shall have satisfied LANKABANGLA about the utilization of the proceeds of any prior disbursements.

#### ARTICLE -5 COVENANTS

##### 5.1 Particular Affirmative Covenants

a) The Borrower shall utilize the entire Loan for the purchase/construction of the property as indicated by him in his/her loan application and for no other purpose whatsoever.

b) The Borrower covenants that he/she shall complete the said construction as indicated by him in his/her loan application or construction and obtain and produce to LANKABANGLA a proper completion certificate issued by the concerned authority.

c) The Borrower shall maintain the property in good order and condition and will make all necessary repairs, additions and improvements during the continuance of the loan at his/her own cost.

d) The Borrower shall notify any change in his/her employment, business or profession within 7 days of the change. The Borrower shall inform any change of correspondence address immediately with affecting such change.

e) Borrower shall ensure that he complies with all applicable laws (including rules and regulations of various authorities), for the time being in force.

The Borrower further covenants that he shall pay all the charges, including maintenance charges for the scheduled property, and interest on the expense.

f) Notwithstanding anything stated hereinbefore, the Borrower shall be vigilant and shall see that the property is always duly and properly insured against fire and other hazards, LANKABANGLA being made the sole beneficiary under the policy, for a value as required by LANKABANGLA, during the continuance of the loan and produce evidence thereof to LANKABANGLA each year and whenever called for.

5.2 The Borrower shall duly furnish details of any additions/alteration in the property, within approved plan, which might be proposed during the continuance of the loan.

5.3 The Borrower agrees to the fact that LANKABANGLA or any person authorized by LANKABANGLA shall have free access to the property for the purpose of inspection/supervision and that the Borrower shall allow LANKABANGLA to inspect the progress of construction, examine the construction to ensure proper utilization of the loan, and/or to put up a board at some conspicuous place of the property stating "The property is mortgaged with LANKABANGLA" and/or any other notice(s) on the property at the sole discretion of LANKABANGLA. The Borrower shall not object to or raise any question against such deeds and activities.

5.4 That the Borrower hereby confirms and undertakes that the title over the Property of the owner from whom the Borrower has purchased/purchased the Property is clean, genuine, unencumbered and the Borrower has investigated these matters and is satisfied before approaching to LankaBangla for financing the Property. The Borrower further confirms that the Borrower shall acquire /has acquired the Property in due legal process and thereby shall acquire/has already acquired the Property with good title. If any dispute arises in relation to the Property in any manner whatsoever at any point of time, then the Borrower shall fully indemnify LANKABANGLA and in that case the Borrower shall be at sole discretions to take such steps as it may deem fit including but not limited to call back the total loan facility in which event

shall pay off the total loan within 07 days from the date of such calling.

#### 5.5 Negative covenants

Unless LANKABANGLA shall otherwise agree:

- a) The Borrower shall not sell mortgage, lease, and surrender or otherwise howsoever alienate the property or any part thereof
- b) The Borrower shall not make any change in the declared use of the property. If the property is used for any other purpose in other action which LANKABANGLA might take, LANKABANGLA shall be entitled to charge, in its sole discretion, such higher rate as it might fix.
- c) The Borrower shall not amalgamate or merge his/her property with any other adjacent property nor create any right of way/easement on or through the property.
- d) The Borrower shall not stand surety/guarantee the repayment of any loan or the purchase price of any asset without the written consent of LANKABANGLA.
- e) The Borrower shall not leave Bangladesh for employment or business or long term stay abroad without informing LANKABANGLA. Reason he/she leaves the country, he/she must arrange payment of EMI regularly.

#### ARTICLE-6 BORROWER'S WARRANTIES

6 The Borrower hereby warrants and undertakes to LANKABANGLA as follows:

- a) The Borrower confirms the accuracy and authenticity of the information given in his/her loan application made to LANKABANGLA information furnished prior to or after the same till this date.
- b) The Borrower confirms the receipt of the Sanction Letter with the terms and conditions mentioned therein and accepting the copy marked "Acceptance Copy" and returning it to LANKABANGLA.
- c) Subsequent to the loan application there has been no Material Adverse Change affecting the purchase/construction of the Property or grant of the Loan as prayed for in the loan application.
- d) There are no mortgages, charges, liens or other encumbrances or any rights of way, light or water or other easements or other support on the whole or any part of the Property of the Borrower.
- e) The Borrower is not a party to any legal proceeding affecting his/her properties and that there is no reason likely to give rise to or material claims against the Borrower.
- f) The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the Property or of any material defect in the Property or its title which has remained undisclosed and/or which may adversely affect LANKABANGLA's interest in the Property.
- g) The Borrower's Property is not included in or affected by any of the schemes of Government or of the improvement trust or of any body or local authority or by any alignment, widening or construction of road under any scheme of the Government or of any statutory authority.
- h) No suit is pending in any Court of Law in respect of the Property to be mortgaged with LANKABANGLA nor has the Borrower received any Notice for infringing the provisions of any act relating to local bodies or Local Authorities or with any other process under law in Bangladesh.
- i) The Borrower has disclosed all facts relating to his/her Property to LANKABANGLA and has made available to them all the title documents in his possession.
- j) The Borrower has paid all public dues or demands such as Income Tax and all the other taxes and revenues payable to the Government of Bangladesh or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- k) It shall be the Borrower's obligation to keep himself acquainted with the rules of LANKABANGLA, herein referred to/ and those from time to time.
- l) The Borrower declares that he/she has scrutinized and is satisfied with the building plan, commencement certificate and all the permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.

#### ARTICLE-7 EVENTS OF DEFAULT AND REMEDIES OF LANKABANGLA

If one or more of the events specified in this Article (hereinafter called "Events of Default") shall have happened, then, LANKABANGLA may immediately declare the entire principal and all accrued interest on the Loan that may be payable by the Borrower or in terms of this Agreement and/or any other Agreement/s, document/s subsisting between the Borrower and LANKABANGLA, together with charges, incidental expenses, costs and any other dues to be accrued forthwith and upon such declaration the same shall become due forthwith and the security in relation to all Loans shall become enforceable, notwithstanding anything to the contrary in this Agreement/s or document/s.

##### 7.1 Events of Default

- a) the Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable or fails to perform any obligations under this Agreement;
- b) any representation, warranty or statement which is made (or deemed to have been made) by the Borrower in this Agreement, certificate, statement, in connection with this Agreement proves to be incorrect in with references to the fact and circumstances at such time would not be accurate in all material respects;
- c) there is a Material Adverse Change in the Borrower's financial position;
- d) there is any change in the directives of the Government of Bangladesh which, in the opinion of the Lender, would prejudice the Borrower's ability to meet its financial obligations in respect of this Facility;

e) any indebtedness of the Borrower becomes due or capable of being declared due before its stated maturity, any guarantee of the Borrower is not discharged at maturity or when called or the Borrower goes into default under, or commits a breach of, any agreement relating to any such indebtedness, guarantee or other obligation;

f) any petition or application is made for the appointment of a trustee, administrator, receiver or similar officer in respect of all or part of the business or assets of the Borrower;

g) the Borrower changes or threatens to change the nature or scope of its business/service, or any governmental authority expropriates or threatens to expropriate all or part of its assets and the result of any of foregoing is, in the determination of the Lender, to affect materially its financial condition, his ability to perform its obligations under this Agreement;

h) any provision of this Agreement is or becomes for any reason, invalid or unenforceable or any consent or approval required for the performance of its obligations hereunder is revoked or modified.

i) Any information given by the Borrower in his/her loan application to LANKABANGLA for financial assistance is found to be materially incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.

j) If there is reasonable apprehension that the Borrower is unable to pay his/her debts or proceedings for classifying him as insolvent have commenced.

k) If the property given as security depreciates in value to such an extent that, in the opinion of LANKABANGLA, further security should be given and such security is not given, in spite of being called upon to do so.

l) If the Borrower's Property which is pledged as security to LANKABANGLA for the loan is sold, disposed of charged, encumbered or mortgaged;

m) If an attachment or restraint is levied on the Mortgaged Property or any part thereof, and/or certificate proceedings are taken for recovery of any dues from the Borrower.

n) If the Borrower fails to furnish information/documents as required by LANKABANGLA under the provisions of this Agreement;

o) If the Borrower shall become bankrupt or insolvent.

#### 7.2 Expenses of Preservation of Assets of the Borrower and of Collection

All reasonable costs incurred by LANKABANGLA after an Event of Default has occurred in connection with:

I) Preservation of the Borrower's assets whether now or hereafter existing) or

II) Collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed to LANKABANGLA as LANKABANGLA may specify.

#### ARTICLE -8 WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to LANKABANGLA upon any default under this Agreement or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver thereof by it in any default, affect or impair any right, power or remedy of LANKABANGLA in respect of any other default.

#### ARTICLE- 9 EFFECTIVE DATE OF AGREEMENT

The Agreement shall be in force till all the moneys due and payable to LANKABANGLA under this Agreement as well as the Financial Documents that may be subsisting/executed between the Borrower and LANKABANGLA are fully paid.

#### ARTICLE- 10 MISCELLANEOUS

10.1 All moneys due and payable by the Borrower to LANKABANGLA under or in terms of this Agreement shall be paid at the residence of LANKABANGLA by cheque, or bank draft, drawn in favour of LANKABANGLA in a schedule bank in the town or city where such office is situated or in any other manner as may be approved by LANKABANGLA and shall be so paid as to enable LANKABANGLA to receive the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft will be given only on realisation thereof by LANKABANGLA.

10.2 a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan facilities of LANKABANGLA. The Borrower shall also permit similar inspection by officers of such other companies, banks, institution or other persons as LANKABANGLA may approve, authorize or nominate.

b) LANKABANGLA shall have the right to create charge over the property in favour of any company, bank, institution or body as security for any refinancing facility or any loan availed of by LANKABANGLA from such company, bank, institution or body;

c) LANKABANGLA shall also have the right to transfer or assign the mortgage over the property in favour of any company, bank, institution or body in connection with any sale or transfer of the Loan by LANKABANGLA to them.

d) LANKABANGLA shall have the authority to make available any information contained in the loan application form and/or any other document or paper or statement submitted to LANKABANGLA by or on behalf of the Borrower and/or pertaining or relating to the Loan, to any rating or other agency or institution or body as LANKABANGLA in its sole discretion may deem fit.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

10.4 Any notice or request required or permitted to be given or made under this Agreement to LANKABANGLA or to the Borrower shall be in writing. such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand mail or telegraph to the party to which it is required or permitted to be given or made at such party's address specified at the beginning of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed on the date first above written.

Signed and Delivered by the within-named

LANKABANGLA FINANCE LIMITED



1..... 2.....

its authorized signatory its authorized signatory

Signed and Delivered by the within-named Borrower/s

Signature & Date:

Name:

Witness: Witness:

1. ....

2.....

Name: Name:

Address: Address: LOAN AGREEMENT

Loan Agreement No. Dated: .....

BETWEEN

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani, Dhaka-1213, hereinafter called "LANKABANGLA" (which expression otherwise requires include its successors and assigns) of the ONE part;

AND

Mr./Ms. ....

son/daughter/wife of .....

(Mother's Name: .....

residence address.....

and permanent address at .....

(hereinafter called "the Borrower", which expression shall unless the context otherwise requires include his/her heirs, successors of the OTHER part.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

#### ARTICLE- 1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

a) "Equated Monthly Installment (EMI)" means the amount of monthly payment necessary to amortize the loan along with in period of the Loan.

b) "Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any whatsoever, howsoever created or arising and whether relating to existing or future assets.

c) "Loan" means the loan amount granted by LankaBangla to the Borrower in accordance with the terms and conditions of this described in Article 2.1 hereto and for the time being outstanding.

d) "Loan Documents" shall mean this Loan Agreement, all the agreements, deeds, instruments and documents executed between and LankaBangla or in favour of LankaBangla, including the Security Documents, for effecting the Loan contemplated hereunder.

e) "Material Adverse Effect" or "Material Adverse Change" means the effect or change of any event or circumstance which is likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan Security Documents in a timely manner; or is or is reasonably likely to be prejudicial in a material and adverse respect to the intent of LankaBangla under the Loan Documents.

f) "Pre Equated Monthly Installment Interest (PEMI)" means interest at the rate indicated in Article 2.2, on the Loan from the dates of disbursement to the date immediately prior to the date of commencement of EMI.

g) "Prepayment" means premature repayment of the outstanding loan amount (including principal and interest) as per the terms laid down by LANKABANGLA and any other charges, loss of interest, fees etc. payable in that behalf and in force at the time of prepayment.

h) "Rate of Interest (ROI)" means the rate of interest which is payable by the Borrower to LankaBangla for the Loan during the term and is determined in accordance with Article 2.2 of this Agreement.

i) The term "repayment" means the repayment of the principal amount of loan, interest thereon, and any other additional or periodical charges, reimbursement of costs and/or expenses, fees or other kind of dues payable in terms of this Agreement to LANKABANGLA in particular, amortization provided for in Article 2.6 of this Agreement.

j) "Schedule" means the Schedule written after Article -10 of this Agreement.

k) "Security Documents" mean the documents listed in Article 3 hereunder.

1.2 The term and expression not herein defined shall where the interpretation and meaning have been assigned to them in terms of the Interpretation Act, 1897, have that interpretation and meaning.

1.3 The term "Construction" shall mean and include new construction/extension/ improvement/repairs/renovation.

1.4 The term house includes flat, apartment, twin house, row house or any other structure used for residential or commercial purposes.

constructed or under construction, complete or incomplete.

1.5 The term purchase shall mean and include acquisition of a plot of land/ready built/under construction building/■at or any other building mentioned in 1.6 above.

## ARTICLE -2 LOANS, INTEREST etc.

### 2.1 Amount of Loan

2.1.1 Subject to clause 4 hereunder, upon request of the Borrower, LANKABANGLA agrees to lend to the Borrower home loan of amount of Taka.....(Bangladeshi Taka.....

(the "Loan") for the purpose of buying ..... apartments occupying on the ..... measuring total ..... square feet and ..... square feet total space measuring ..... square feet on the terms

2.1.2 The Loan shall be provided for a period ..... calendar months.

### 2.2 Interest

a. Until and as varied by LANKABANGLA in terms of this Agreement, the rate of interest applicable to the Loan as at the date of this Agreement .....% p.a. and shall be on an adjustable interest rate basis. Provided that from time to time LANKABANGLA in its discretion modify the Rate of Interest prospectively on the Loan with or without serving notice to the Borrower and henceforth the rate of interest as modified shall be applicable to the Loan.

b) The Borrower shall reimburse or pay to LANKABANGLA such amount as may have been paid or payable by LANKABANGLA on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Government. The reimbursement shall be made by the Borrower as and when called upon to do so by LANKABANGLA.

### 2.3 Computation of Interest

The EMI shall be calculated, on the basis of annual rests, or quarterly rests or monthly rests as specified in the Schedule, at the rate applicable or as modified under Article 2.2 and is rounded off to the next Taka. Interest shall be computed on the basis of a year of 360 days and sixty five days and three hundred sixty six days for a leap year.

### 2.4 Details of Disbursement

The Loan shall be disbursed in one lump-sum or in suitable installments to be decided by LANKABANGLA with reference to the progress of construction of the house (which decision shall be final and binding on the Borrower).

### 2.5 Mode of Disbursement

All payments to be made by LANKABANGLA to the Borrower under or in terms of this agreement by cheque duly crossed and cashed "only" and any other cost(s) and/or expense(s) related to collection, if any, in respect of all such cheques will have to be borne by the Borrower. The interest on the Loan shall accrue as and from the date of delivery/dispatch handing over of the cheque irrespective of the time of transit/collection/realization of the cheque by the Borrower or his/her bank.

### 2.6 Amortization

a) Subject to Article 2.2 and the provision for variation/modification of rate of interest, etc. contained in this agreement the Borrower shall amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which disbursement of the Loan has been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month.

b) In addition to (a) above, the Borrower shall pay the PEMII to LANKABANGLA every month, if applicable.

c) Notwithstanding what is stated Article 2.6(a) above and in the Schedule, LANKABANGLA shall have the right at all time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as LANKABANGLA may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof in accordance with the revised Schedule as may be determined by LANKABANGLA in its sole discretion and be communicated to the Borrower by LANKABANGLA in writing.

d) All payments by the Borrower under this Agreement shall be made net of all taxes or other deductions and if any withholding tax is to be paid, then all relevant payments will be grossed up by the Borrower accordingly.

e) If any repayment date falls on a non Business Day, repayment shall be made on the next succeeding Business Day and/or if the repayment date falls in the next calendar month of the year, on the preceding Business Day.

f) The Borrower shall of his/her own accord send / furnish to LANKABANGLA a statement of his/her income, every year from the date of completion of the Loan. However, LANKABANGLA shall have the right to require the Borrower to furnish such information/documents concerning his/her income, trade, business or profession or place of business and stay at any time and the Borrower shall furnish such information/documents accordingly.

g) The Borrower shall also make balloon/lump-sum payments as and when required by LankaBangla.

h) Save and except as provided under sub-article (g) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation/modification in the applicable Rate of Interest and as a result of this the number of EMI's is liable to vary. The number of EMI's shall be given by LANKABANGLA as to the number of EMI's required to be paid by the Borrower upon each rate of interest modification. Provided however, the information as to the applicable/applied rate of interest during the financial year of LANKABANGLA and the number of EMI's payable from the last interest rate modification/application during such year may be intimated by LANKABANGLA at its sole discretion to the Borrower annually. The Borrower shall pay EMI's until the loan together with interest is paid in full.

i) Notwithstanding anything to the contrary contained in this Agreement, having regard to the applicable rate of interest for the

LANKABANGLA shall be entitled to increase the EMI amount suitably if:

- (i) the said EMI would lead to negative amortization (i.e. EMI not being adequate to cover interest in full), and or
- (ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by LANKABANGLA.
- (iii) The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by LANKABANGLA intimated to the Borrower by LANKABANGLA.

j) LANKABANGLA may vary its applicable rate of interest from time to time in such manner including as to loan amounts as deem fit in its own discretion.

#### 2.7 Delay in payment of EMI etc.

a) No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI or PEMII regularly shall be entirely his/her responsibility to ensure prompt and regular payment of EMI or PEMII.

b) The delay in payment of EMI or PEMII shall render the Borrower liable to additional interest payable @ 4% percent per month or at such higher rate as per sole discretion of LANKABANGLA in that behalf as in force or be enforced from time to time. In such event the Borrower shall also be liable to pay to LANKABANGLA any amount of other incidental expense(s) and/or cost(s) incurred or to be incurred by LANKABANGLA.

#### 2.8 Pre-payment

LANKABANGLA in its sole discretion and on such terms as determined by LankaBangla may require the Borrower to prepay the EMI to LANKABANGLA.

#### 2.9 Commitment Charges

The Borrower shall pay to LANKABANGLA a commitment charge on the principal amount of the Loan or any part thereof as the same may be determined by LANKABANGLA. The commitment charge shall not have been drawn and shall not have been cancelled by LANKABANGLA, as per the rules of LANKABANGLA in that behalf as in force or be enforced from time to time.

#### 2.10 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein, LANKABANGLA may, by notice to the Borrower suspend or cancel the disbursement of the Loan if the Loan shall not have been fully drawn within 12 months from the date of the Sanction Letter being no. .... dated .....(Sanction Letter).

#### 2.11 Alteration and Re-Scheduling of Equated Monthly Installments

If the Loan is not totally drawn by the Borrower within a period of 12 months from the date of Sanction Letter, the EMI may be altered, re-scheduled in such manner and to such extent as LANKABANGLA may, in its sole discretion, decide and the repayment will be made accordingly. The alteration and re-scheduling notwithstanding anything stated in Article 2.6 and schedule.

#### 2.12 Liability of Borrower to be Joint and Several

The liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement shall be joint and several of the Borrower and shall be executed by the Borrower with LANKABANGLA in respect of the Loan or any other loan or loans.

#### 2.13 Cessation of Employment

Upon the Borrower opting for any scheme or accepting any offer from his/her employer providing for any benefit for resigning from employment prior to superannuation, or upon the employer terminating his/her employment for any reason or upon the Borrower retiring from the service of the employer or any reason whatsoever or death, then notwithstanding anything to the contrary contained in the agreement or any letter or document the entire outstanding principal amount of the Loan as well as any outstanding interest and other amounts shall be payable by the Borrower/heirs to LANKABANGLA from the amount or amounts receivable by him from the employer under any offer, or any terminal benefit, as the case may be, Provided- however, in the event of the said amount or amounts being insufficient to discharge the sums to LANKABANGLA in full the amount remaining due to LANKABANGLA shall be paid by the Borrower in such manner as may be decided by its sole discretion and such payment shall be made by the Borrower accordingly notwithstanding anything stated in Article 2.6 and schedule.

The Borrower hereby irrevocably empowers authorizes LANKABANGLA to communicate with and receive the said amounts from the employer directly.

### ARTICLE -3 SECURITY

3.1 The Borrower agrees and undertakes that the Loan any other dues under this Agreement shall be secured by the following:

- i. registered mortgage over the Property described in the schedule (hereinafter referred to as "the Property") in favour of LankaBangla along with an Irrevocable General Power of Attorney to be executed/executed by the Borrower in favour of LankaBangla registered with the relevant sub-registrar.
- ii. .... number of cheques (i.e. ....Post dated cheques covering entire receivables & one cheques for other receivables issued by the Borrower in favour of LankaBangla.
- iii. Personal Guarantee from Mr./Mrs. ....

..... of ..... & ..... of the Borrower/Co-Borrower.

- i. Demand Promissory Note to be executed/executed by the Borrower in favour of LankaBangla.
- ii. Letter of Continuity to be executed/executed by the Borrower in favour of LankaBangla.

3.2 The Borrower shall comply with the following:

a) To give a declaration to the effect that the Borrower has a clear and marketable title to the Property offered as security, free from all doubts and Encumbrances, and that the Borrower indemnifies and keeps LANKABANGLA saved, secured and harmless against all claims whatsoever.

b) To execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the term of the Loan /or any other loan or loans granted by LANKABANGLA hereafter.

#### ARTICLE -4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

4.1 a) The Borrower assures LANKABANGLA that he/she has, prior to receiving the disbursement of the Loan this day as afore said, contributed his own contribution i.e. the cost of the unit less LANKABANGLA's Loan.

b) The Borrower assures LANKABANGLA that he/she has absolute, clear and marketable title to the Property to be mortgaged as security for the Loan and that the said Property is absolutely unencumbered, undisputed and free from any liability whatsoever.

4.2 The obligation of LANKABANGLA to make any disbursements under the Loan Agreement shall also be subject to the following conditions:

a) No event of default, as defined in Article 7, has occurred.

b) Any disbursement under the Loan shall, at the time of request therefore, be needed immediately by the Borrower for the purpose of purchase or construction of the Property, as the case may be, and the Borrower shall produce such evidence of the proposed utilisation of the disbursement as is found satisfactory by LANKABANGLA.

c) The Borrower shall have satisfied LANKABANGLA about the utilization of the proceeds of any prior disbursements.

#### ARTICLE -5 COVENANTS

##### 5.1 Particular Affirmative Covenants

a) The Borrower shall utilize the entire Loan for the purchase/construction of the property as indicated by him in his/her loan application and for no other purpose whatsoever.

b) The Borrower covenants that he/she shall complete the said construction as indicated by him in his/her loan application or contract and obtain and produce to LANKABANGLA a proper completion certificate issued by the concerned authority.

c) The Borrower shall maintain the property in good order and condition and will make all necessary repairs, additions and improvements during the continuance of the loan at his/her own cost.

d) The Borrower shall notify any change in his/her employment, business or profession within 7 days of the change. The Borrower shall inform any change of correspondence address immediately with affecting such change.

e) Borrower shall ensure that he complies with all applicable laws (including rules and regulations of various authorities), for the time being in force.

The Borrower further covenants that he shall pay all the charges, including maintenance charges for the scheduled property, and other expenses.

f) Notwithstanding anything stated hereinbefore, the Borrower shall be vigilant and shall see that the property is always duly and properly insured against fire and other hazards, LANKABANGLA being made the sole beneficiary under the policy, for a value as required by LANKABANGLA, during the continuance of the loan and produce evidence thereof to LANKABANGLA each year and whenever called for.

5.2 The Borrower shall duly furnish details of any additions/alteration in the property, within approved plan, which might be proposed during the continuance of the loan.

5.3 The Borrower agrees to the fact that LANKABANGLA or any person authorized by LANKABANGLA shall have free access to the property for the purpose of inspection/supervision and that the Borrower shall allow LANKABANGLA to inspect the progress of construction, examine the construction to ensure proper utilization of the loan, and/or to put up a board at some conspicuous place of the property stating "The property is mortgaged with LANKABANGLA" and/or any other notice(s) on the property at the sole discretion of LANKABANGLA. The Borrower shall not object to or raise any question against such deeds and activities.

5.4 That the Borrower hereby confirms and undertakes that the title over the Property of the owner from whom the Borrower has purchased/purchase/already purchased the Property is clean, genuine, unencumbered and the Borrower has investigated these matters and satisfied himself before approaching to LankaBangla for financing the Property. The Borrower further confirms that the Borrower shall acquire /has acquired the Property in due legal process and thereby shall acquire/has already acquired the Property with good title. If any dispute arises in relation to the Property in any manner whatsoever at any point of time, then the Borrower shall fully indemnify LANKABANGLA and in that case the Borrower shall be at sole discretions to take such steps as it may deem fit including but not limited to call back the total loan facility in which event the Borrower shall pay off the total loan within 07 days from the date of such calling.

##### 5.5 Negative covenants

Unless LANKABANGLA shall otherwise agree:

a) The Borrower shall not sell mortgage, lease, and surrender or otherwise howsoever alienate the property or any part thereof.

b) The Borrower shall not make any change in the declared use of the property. If the property is used for any other purpose in violation of the terms of the Loan Agreement, LANKABANGLA shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix.

c) The Borrower shall not amalgamate or merge his/her property with any other adjacent property nor create any right of way/ easement on or through the property.

d) The Borrower shall not stand surety/guarantee the repayment of any loan or the purchase price of any asset without the written consent of LANKABANGLA.

e) The Borrower shall not leave Bangladesh for employment or business or long term stay abroad without informing LANKABANGLA.

reason he/she leaves the country, he/she must arrange payment of EMI regularly.

#### ARTICLE-6 BORROWER'S WARRANTIES

6 The Borrower hereby warrants and undertakes to LANKABANGLA as follows:

- a) The Borrower confirms the accuracy and authenticity of the information given in his/her loan application made to LANKABANGLA information furnished prior to or after the same till this date.
- b) The Borrower confirms the receipt of the Sanction Letter with the terms and conditions mentioned therein and accepting the copy marked "Acceptance Copy" and returning it to LANKABANGLA.
- c) Subsequent to the loan application there has been no Material Adverse Change affecting the purchase/construction of the Property grant of the Loan as prayed for in the loan application.
- d) There are no mortgages, charges, liens or other encumbrances or any rights of way, light or water or other easements or support on the whole or any part of the Property of the Borrower.
- e) The Borrower is not a party to any legal proceeding affecting his/her properties and that there is no reason likely to give rise to or material claims against the Borrower.
- f) The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the Property or of any material defect in the Property or its title which has remained undisclosed and/or which may affect LANKABANGLA adversely.
- g) The Borrower's Property is not included in or affected by any of the schemes of Government or of the improvement trust or local body or local authority or by any alignment, widening or construction of road under any scheme of the Government or of any statutory body.
- h) No suit is pending in any Court of Law in respect of the Property to be mortgaged with LANKABANGLA nor has the Borrower given any Notice for infringing the provisions of any act relating to local bodies or Local Authorities or with any other process under law in Bangladesh.
- i) The Borrower has disclosed all facts relating to his/her Property to LANKABANGLA and has made available to them all the title documents in his possession.
- j) The Borrower has paid all public dues or demands such as Income Tax and all the other taxes and revenues payable to the Government of Bangladesh or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.
- k) It shall be the Borrower's obligation to keep himself acquainted with the rules of LANKABANGLA, herein referred to/ and those may be from time to time.
- l) The Borrower declares that he/she has scrutinized and is satisfied with the building plan, commencement certificate and all the permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.

#### ARTICLE-7 EVENTS OF DEFAULT AND REMEDIES OF LANKABANGLA

If one or more of the events specified in this Article (hereinafter called "Events of Default") shall have happened, then, LANKABANGLA may give notice to the Borrower may immediately declare the entire principal and all accrued interest on the Loan that may be payable by the Borrower or in terms of this Agreement and/or any other Agreement/s, document/s subsisting between the Borrower and LANKABANGLA and all charges, incidental expenses, costs and any other dues to be accrued forthwith and upon such declaration the same shall become due forthwith and the security in relation to all Loans shall become enforceable, notwithstanding anything to the contrary in this Agreement/s or document/s.

##### 7.1 Events of Default

- a) the Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable or fails to perform any obligations under this Agreement;
- b) any representation, warranty or statement which is made (or deemed to have been made) by the Borrower in this Agreement or commencement certificate, statement, in connection with this Agreement proves to be incorrect in with references to the fact and circumstances at such time would not be accurate in all material respects;
- c) there is a Material Adverse Change in the Borrower's financial position;
- d) there is any change in the directives of the Government of Bangladesh which, in the opinion of the Lender, would prejudice the ability to meet its financial obligations in respect of this Facility;
- e) any indebtedness of the Borrower becomes due or capable of being declared due before its stated maturity, any guarantee or security of the Borrower is not discharged at maturity or when called or the Borrower goes into default under, or commits a breach of, any contract or agreement relating to any such indebtedness, guarantee or other obligation;
- f) any petition or application is made for the appointment of a trustee, administrator, receiver or similar officer in respect of all or any part of the business or assets of the Borrower;
- g) the Borrower changes or threatens to change the nature or scope of its business/service, or any governmental authority expropriates or threatens to expropriate all or part of its assets and the result of any of foregoing is, in the determination of the Lender, to affect adversely its financial condition, his ability to perform its obligations under this Agreement;
- h) any provision of this Agreement is or becomes for any reason, invalid or unenforceable or any consent or approval required for the performance of its obligations hereunder is revoked or modified.
- i) Any information given by the Borrower in his/her loan application to LANKABANGLA for financial assistance is found to be materially incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.

j) If there is reasonable apprehension that the Borrower is unable to pay his/her debts or proceedings for classifying him as insolvent commenced.

k) If the property given as security depreciates in value to such an extent that, in the opinion of LANKABANGLA, further security of LANKABANGLA should be given and such security is not given, in spite of being called upon to do so.

l) If the Borrower's Property which is pledged as security to LANKABANGLA for the loan is sold, disposed of charged, encumbered

m) If an attachment or restraint is levied on the Mortgaged Property or any part thereof, and/or certificate proceedings are taken for recovery of any dues from the Borrower.

n) If the Borrower fails to furnish information/documents as required by LANKABANGLA under the provisions of this Agreement

o) If the Borrower shall become bankrupt or insolvent.

## 7.2 Expenses of Preservation of Assets of the Borrower and of Collection

All reasonable costs incurred by LANKABANGLA after an Event of Default has occurred in connection with:

I) Preservation of the Borrower's assets whether now or hereafter existing) or

II) Collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed to LANKABANGLA as LANKABANGLA specify.

## ARTICLE -8 WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to LANKABANGLA upon any default under this Agreement or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver thereof by it in any default, affect or impair any right, power or remedy of LANKABANGLA in respect of any other default.

## ARTICLE- 9 EFFECTIVE DATE OF AGREEMENT

The Agreement shall be in force till all the moneys due and payable to LANKABANGLA under this Agreement as well as the Financial Documents that may be subsisting/executed between the Borrower and LANKABANGLA are fully paid.

## ARTICLE- 10 MISCELLANEOUS

10.1 All moneys due and payable by the Borrower to LANKABANGLA under or in terms of this Agreement shall be paid at the residence of LANKABANGLA by cheque, or bank draft, drawn in favour of LANKABANGLA in a schedule bank in the town or city where such office is situated or in any other manner as may be approved by LANKABANGLA and shall be so paid as to enable LANKABANGLA to receive the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank draft will be given only on realisation thereof by LANKABANGLA.

10.2 a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loan by LANKABANGLA. The Borrower shall also permit similar inspection by officers of such other companies, banks, institution or other persons as LANKABANGLA may approve, authorize or nominate.

b) LANKABANGLA shall have the right to create charge over the property in favour of any company, bank, institution or body as security for any refinancing facility or any loan availed of by LANKABANGLA from such company, bank, institution or body;

c) LANKABANGLA shall also have the right to transfer or assign the mortgage over the property in favour of any company, bank, institution or body in connection with any sale or transfer of the Loan by LANKABANGLA to them.

d) LANKABANGLA shall have the authority to make available any information contained in the loan application form and/or any other document or paper or statement submitted to LANKABANGLA by or on behalf of the Borrower and/or pertaining or relating to the Loan, to any rating or other agency or institution or body as LANKABANGLA in its sole discretion may deem fit.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

10.4 Any notice or request required or permitted to be given or made under this Agreement to LANKABANGLA or to the Borrower shall be in writing. such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand mail or telegraph to the party to which it is required or permitted to be given or made at such party's address specified at the beginning of this Agreement. IN WITNESS WHEREOF the parties hereto have signed on the date first above written.

Signed and Delivered by the within-named  
LANKABANGLA FINANCE LIMITED

1..... 2.....

its authorized signatory its authorized signatory

Signed and Delivered by the within-named Borrower/s

Signature & Date:

.....

Name:

Witness: Witness:

1. ....

2.....

Name: Name:

Address: Address: LOAN AGREEMENT

Loan Agreement No. Dated: .....

BETWEEN

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani, Dhaka-1213, hereinafter called "LANKABANGLA" (which expression otherwise requires include its successors and assigns) of the ONE part;

AND

Mr./Ms. ....

son/daughter/wife of .....

(Mother's Name: .....

residence address.....

and permanent address at .....

(hereinafter called "the Borrower", which expression shall unless the context otherwise requires include his/her heirs, successors of the OTHER part.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

#### ARTICLE- 1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

a) "Equated Monthly Installment (EMI)" means the amount of monthly payment necessary to amortize the loan along with interest over the period of the Loan.

b) "Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any other claim whatsoever, howsoever created or arising and whether relating to existing or future assets.

c) "Loan" means the loan amount granted by LankaBangla to the Borrower in accordance with the terms and conditions of this Agreement as described in Article 2.1 hereto and for the time being outstanding.

d) "Loan Documents" shall mean this Loan Agreement, all the agreements, deeds, instruments and documents executed between the Borrower and LankaBangla or in favour of LankaBangla, including the Security Documents, for effecting the Loan contemplated hereunder.

e) "Material Adverse Effect" or "Material Adverse Change" means the effect or change of any event or circumstance which is or is likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan Documents in a timely manner; or is or is reasonably likely to be prejudicial in a material and adverse respect to the interests of LankaBangla under the Loan Documents.

f) "Pre Equated Monthly Installment Interest (PEMI)" means interest at the rate indicated in Article 2.2, on the Loan from the date of disbursement to the date immediately prior to the date of commencement of EMI.

g) "Prepayment" means premature repayment of the outstanding loan amount (including principal and interest) as per the terms laid down by LANKABANGLA and any other charges, loss of interest, fees etc. payable in that behalf and in force at the time of prepayment.

h) "Rate of Interest (ROI)" means the rate of interest which is payable by the Borrower to LankaBangla for the Loan during the term of the Loan and is determined in accordance with Article 2.2 of this Agreement.

i) The term "repayment" means the repayment of the principal amount of loan, interest thereon, and any other additional or peripheral charges, reimbursement of costs and/or expenses, fees or other kind of dues payable in terms of this Agreement to LANKABANGLA in particular, amortization provided for in Article 2.6 of this Agreement.

j) "Schedule" means the Schedule written after Article -10 of this Agreement.

k) "Security Documents" mean the documents listed in Article 3 hereunder.

1.2 The term and expression not herein defined shall where the interpretation and meaning have been assigned to them in terms of the Act, 1897, have that interpretation and meaning.

1.3 The term "Construction" shall mean and include new construction/extension/ improvement/repairs/renovation.

1.4 The term house includes flat, apartment, twin house, row house or any other structure used for residential or commercial purposes constructed or under construction, complete or incomplete.

1.5 The term purchase shall mean and include acquisition of a plot of land/ready built/under construction building/flat or any other structure mentioned in 1.6 above.

#### ARTICLE -2 LOANS, INTEREST etc.

##### 2.1 Amount of Loan

2.1.1 Subject to clause 4 hereunder, upon request of the Borrower, LANKABANGLA agrees to lend to the Borrower home loan of amount of Taka.....(Bangladeshi Taka.....

(the "Loan") for the purpose of buying ..... apartments occupying on the .....

measuring total ..... square feet and .....

..... square feet total space measuring ..... square feet on the terms

2.1.2 The Loan shall be provided for a period ..... calendar months.

##### 2.2 Interest

a. Until and as varied by LANKABANGLA in terms of this Agreement, the rate of interest applicable to the Loan as at the date of this Agreement .....% p.a. and shall be on an adjustable interest rate basis. Provided that from time to time LANKABANGLA in its sole discretion modify the Rate of Interest prospectively on the Loan with or without serving notice to the Borrower and henceforth the rate of interest as modified shall be applicable to the Loan.

b) The Borrower shall reimburse or pay to LANKABANGLA such amount as may have been paid or payable by LANKABANGLA on account of any tax levied on interest (and/or other charges including the PEMII) on the loan by the Government. The reimbursement payment shall be made by the Borrower as and when called upon to do so by LANKABANGLA.

### 2.3 Computation of Interest

The EMI shall be calculated, on the basis of annual rests, or quarterly rests or monthly rests as specified in the Schedule, at the rate applicable or as modified under Article 2.2 and is rounded off to the next Taka. Interest shall be computed on the basis of a year of 360 days and sixty five days and three hundred sixty six days for a leap year.

### 2.4 Details of Disbursement

The Loan shall be disbursed in one lump-sum or in suitable installments to be decided by LANKABANGLA with reference to the construction of the house (which decision shall be final and binding on the Borrower).

### 2.5 Mode of Disbursement

All payments to be made by LANKABANGLA to the Borrower under or in terms of this agreement by cheque duly crossed and endorsed "Pay to the order of the Borrower only" and any other cost(s) and/or expense(s) related to collection, if any, in respect of all such cheques will have to be borne by the Borrower. The interest on the Loan shall accrue as and from the date of delivery/dispatch handing over of the cheque irrespective of the time of transit/collection/realization of the cheque by the Borrower or his/her bank.

### 2.6 Amortization

a) Subject to Article 2.2 and the provision for variation/modification of rate of interest, etc. contained in this agreement the Borrower shall amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which disbursement of the Loan has been completed and consequently the due date of payment of first EMI shall in such a case be the last day of the said following month.

b) In addition to (a) above, the Borrower shall pay the PEMII to LANKABANGLA every month, if applicable.

c) Notwithstanding what is stated Article 2.6(a) above and in the Schedule, LANKABANGLA shall have the right at all time or from time to time to review and reschedule the repayment terms of the Loan or of the outstanding amount thereof in such manner and to such extent as LANKABANGLA may in its sole discretion decide. In such event/s the Borrower shall repay the Loan or the outstanding amount thereof on the revised Schedule as may be determined by LANKABANGLA in its sole discretion and be communicated to the Borrower by LANKABANGLA in writing.

d) All payments by the Borrower under this Agreement shall be made net of all taxes or other deductions and if any withholding tax is to be paid, then all relevant payments will be grossed up by the Borrower accordingly.

e) If any repayment date falls on a non Business Day, repayment shall be made on the next succeeding Business Day and/or if the date falls in the next calendar month of the year, on the preceding Business Day.

f) The Borrower shall of his/her own accord send / furnish to LANKABANGLA a statement of his/her income, every year from the date of the Loan. However, LANKABANGLA shall have the right to require the Borrower to furnish such information/documents concerning his/her income, trade, business or profession or place of business and stay at any time and the Borrower shall furnish such information/documents accordingly.

g) The Borrower shall also make balloon/lump-sum payments as and when required by LankaBangla.

h) Save and except as provided under sub-article (g) below, for administrative convenience the EMI amount is intended to be kept constant irrespective of variation/modification in the applicable Rate of Interest and as a result of this the number of EMI's is liable to vary. The number of EMI's shall be given by LANKABANGLA as to the number of EMI's required to be paid by the Borrower upon each rate of interest modification. Provided however, the information as to the applicable/applied rate of interest during the financial year of LANKABANGLA and the number of EMI's payable from the last interest rate modification/application during such year may be intimated by LANKABANGLA at its sole discretion to the Borrower annually. The Borrower shall pay EMI's until the loan together with interest is paid in full.

i) Notwithstanding anything to the contrary contained in this Agreement, having regard to the applicable rate of interest for the financial year of LANKABANGLA, LANKABANGLA shall be entitled to increase the EMI amount suitably if:

(i) the said EMI would lead to negative amortization (i.e. EMI not being adequate to cover interest in full), and or

(ii) the principal component contained in the EMI is inadequate to amortise the loan within such period as determined by LANKABANGLA.

(iii) The Borrower shall be required to pay such increased EMI amount and the number thereof as decided by LANKABANGLA and be intimated to the Borrower by LANKABANGLA.

j) LANKABANGLA may vary its applicable rate of interest from time to time in such manner including as to loan amounts as may be deemed fit in its own discretion.

### 2.7 Delay in payment of EMI etc.

a) No notice, reminder or intimation will be given to the Borrower regarding his/her obligation to pay the EMI or PEMII regularly. It shall be entirely his/her responsibility to ensure prompt and regular payment of EMI or PEMII.

b) The delay in payment of EMI or PEMII shall render the Borrower liable to additional interest payable @ 4% percent per month.



or at such higher rate as per sole discretion of LANKABANGLA in that behalf as in force or be enforced from time to time. In such event, the Borrower shall also be liable to pay to LANKABANGLA any amount of other incidental expense(s) and/or cost(s) incurred or to be incurred by LANKABANGLA.

#### 2.8 Pre-payment

LANKABANGLA in its sole discretion and on such terms as determined by LankaBangla may require the Borrower to pre-pay the EMI to LANKABANGLA.

#### 2.9 Commitment Charges

The Borrower shall pay to LANKABANGLA a commitment charge on the principal amount of the Loan or any part thereof as the same may be determined by LANKABANGLA. The commitment charge shall not have been drawn and shall not have been cancelled by LANKABANGLA, as per the rules of LANKABANGLA in that behalf as in force or to be enforced from time to time.

#### 2.10 Terminal Dates for Disbursement

Notwithstanding anything to the contrary contained herein, LANKABANGLA may, by notice to the Borrower suspend or cancel the disbursement of the Loan if the Loan shall not have been fully drawn within 12 months from the date of the Sanction Letter being no. .... dated .....(Sanction Letter).

#### 2.11 Alteration and Re-Scheduling of Equated Monthly Installments

If the Loan is not totally drawn by the Borrower within a period of 12 months from the date of Sanction Letter, the EMI may be altered or re-scheduled in such manner and to such extent as LANKABANGLA may, in its sole discretion, decide and the repayment will be made accordingly. LANKABANGLA reserves the right to alter or re-schedule the EMI without any notice. LANKABANGLA's alteration and re-scheduling notwithstanding anything stated in Article 2.6 and schedule.

#### 2.12 Liability of Borrower to be Joint and Several

The liability of the Borrower to repay the Loan together with interest, etc. and to observe the terms and conditions of this Agreement shall be joint and several. The Borrower shall be jointly and severally liable to LANKABANGLA in respect of the Loan or any other loan or loans granted by LANKABANGLA.

#### 2.13 Cessation of Employment

Upon the Borrower opting for any scheme or accepting any offer from his/her employer providing for any benefit for resigning from employment prior to superannuation, or upon the employer terminating his/her employment for any reason or upon the Borrower retiring from the service of the employer or any reason whatsoever or death, then notwithstanding anything to the contrary contained in this Agreement or any letter or document the entire outstanding principal amount of the Loan as well as any outstanding interest and other charges shall be payable by the Borrower/heirs to LANKABANGLA from the amount or amounts receivable by him from the employer under any offer, or any terminal benefit, as the case may be, Provided- however, in the event of the said amount or amounts being insufficient, the Borrower shall pay the balance sum to LANKABANGLA in full the amount remaining due to LANKABANGLA shall be paid by the Borrower in such manner as LANKABANGLA may, in its sole discretion decide and such payment shall be made by the Borrower accordingly notwithstanding anything stated in Article 2.6 and schedule.

The Borrower hereby irrevocably empowers authorizes LANKABANGLA to communicate with and receive the said amounts from the employer directly.

### ARTICLE -3 SECURITY

3.1 The Borrower agrees and undertakes that the Loan any other dues under this Agreement shall be secured by the following:

i. registered mortgage over the Property described in the schedule (hereinafter referred to as "the Property") in favour of LankaBangla. The Borrower shall execute a Mortgage along with an Irrevocable General Power of Attorney to be executed/executed by the Borrower in favour of LankaBangla and registered with the relevant sub-registrar.

ii. .... number of cheques (i.e. ....Post dated cheques) covering entire receivables & one cheques for other receivables issued by the Borrower in favour of LankaBangla.

iii. Personal Guarantee from Mr./Mrs. .... of the Borrower/Co-Borrower.

& .... of the Borrower/Co-Borrower.

i. Demand Promissory Note to be executed/executed by the Borrower in favour of LankaBangla.

ii. Letter of Continuity to be executed/executed by the Borrower in favour of LankaBangla.

3.2 The Borrower shall comply with the following:

a) To give a declaration to the effect that the Borrower has a clear and marketable title to the Property offered as security, free from all doubts and Encumbrances, and that the Borrower indemnifies and keeps LANKABANGLA saved, secured and harmless against all claims, losses and expenses ever.

b) To execute any such agreement/s, document/s, undertaking/s that may be required now or hereafter at any time during the term of the Loan /or any other loan or loans granted by LANKABANGLA hereafter.

### ARTICLE -4 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE LOAN

4.1 a) The Borrower assures LANKABANGLA that he/she has, prior to receiving the disbursement of the Loan this day as afore said, contributed his own contribution i.e. the cost of the unit less LANKABANGLA's Loan.

b) The Borrower assures LANKABANGLA that he/she has absolute, clear and marketable title to the Property to be mortgaged as security for the Loan and that the said Property is absolutely unencumbered, undisputed and free from any liability whatsoever.

4.2 The obligation of LANKABANGLA to make any disbursements under the Loan Agreement shall also be subject to the following conditions:

a) No event of default, as defined in Article 7, has occurred.

b) Any disbursement under the Loan shall, at the time of request therefore, be needed immediately by the Borrower for the purchase or construction of the Property, as the case may be, and the Borrower shall produce such evidence of the proposed utilisation of the disbursement as is found satisfactory by LANKABANGLA.

c) The Borrower shall have satisfied LANKABANGLA about the utilization of the proceeds of any prior disbursements.

#### ARTICLE -5 COVENANTS

##### 5.1 Particular Affirmative Covenants

a) The Borrower shall utilize the entire Loan for the purchase/construction of the property as indicated by him in his/her loan application and for no other purpose whatsoever.

b) The Borrower covenants that he/she shall complete the said construction as indicated by him in his/her loan application or contract and obtain and produce to LANKABANGLA a proper completion certificate issued by the concerned authority.

c) The Borrower shall maintain the property in good order and condition and will make all necessary repairs, additions and improvements during the continuance of the loan at his/her own cost.

d) The Borrower shall notify any change in his/her employment, business or profession within 7 days of the change. The Borrower shall inform any change of correspondence address immediately with affecting such change.

e) Borrower shall ensure that he complies with all applicable laws (including rules and regulations of various authorities), for the enforcement of the loan.

The Borrower further covenants that he shall pay all the charges, including maintenance charges for the scheduled property, and other expenses.

f) Notwithstanding anything stated hereinbefore, the Borrower shall be vigilant and shall see that the property is always duly and properly insured against fire and other hazards, LANKABANGLA being made the sole beneficiary under the policy, for a value as required by LANKABANGLA, during the continuance of the loan and produce evidence thereof to LANKABANGLA each year and whenever called for.

5.2 The Borrower shall duly furnish details of any additions/alteration in the property, within approved plan, which might be proposed during the continuance of the loan.

5.3 The Borrower agrees to the fact that LANKABANGLA or any person authorized by LANKABANGLA shall have free access to the property for the purpose of inspection/supervision and that the Borrower shall allow LANKABANGLA to inspect the progress of construction, examine the construction to ensure proper utilization of the loan, and/or to put up a board at some conspicuous place of the property stating "The property is mortgaged with LANKABANGLA" and/or any other notice(s) on the property at the sole discretion of LANKABANGLA. The Borrower shall not object to or raise any question against such deeds and activities.

5.4 That the Borrower hereby confirms and undertakes that the title over the Property of the owner from whom the Borrower has purchased/purchase/already purchased the Property is clean, genuine, unencumbered and the Borrower has investigated these matters and is satisfied before approaching to LankaBangla for financing the Property. The Borrower further confirms that the Borrower shall acquire /has acquired the Property in due legal process and thereby shall acquire/has already acquired the Property with good title. If any dispute arises in respect of the Property in any manner whatsoever at any point of time, then the Borrower shall fully indemnify LANKABANGLA and in that case the Borrower shall be at sole discretions to take such steps as it may deem fit including but not limited to call back the total loan facility in which event the Borrower shall pay off the total loan within 07 days from the date of such calling.

##### 5.5 Negative covenants

Unless LANKABANGLA shall otherwise agree:

a) The Borrower shall not sell mortgage, lease, and surrender or otherwise howsoever alienate the property or any part thereof.

b) The Borrower shall not make any change in the declared use of the property. If the property is used for any other purpose in violation of the other action which LANKABANGLA might take, LANKABANGLA shall be entitled to charge, in its sole discretion, such higher rate of interest as it might fix.

c) The Borrower shall not amalgamate or merge his/her property with any other adjacent property nor create any right of way/ easement on or through the property.

d) The Borrower shall not stand surety/guarantee the repayment of any loan or the purchase price of any asset without the written consent of LANKABANGLA.

e) The Borrower shall not leave Bangladesh for employment or business or long term stay abroad without informing LANKABANGLA. If for any reason he/she leaves the country, he/she must arrange payment of EMI regularly.

#### ARTICLE-6 BORROWER'S WARRANTIES

6 The Borrower hereby warrants and undertakes to LANKABANGLA as follows:

a) The Borrower confirms the accuracy and authenticity of the information given in his/her loan application made to LANKABANGLA and the information furnished prior to or after the same till this date.

b) The Borrower confirms the receipt of the Sanction Letter with the terms and conditions mentioned therein and accepting the same by signing the copy marked "Acceptance Copy" and returning it to LANKABANGLA.

c) Subsequent to the loan application there has been no Material Adverse Change affecting the purchase/construction of the Property or the grant of the Loan as prayed for in the loan application.

d) There are no mortgages, charges, lis pendens or liens or other encumbrances or any rights of way, light or water or other easements or support on the whole or any part of the Property of the Borrower.

e) The Borrower is not a party to any legal proceeding affecting his/her properties and that there is no reason likely to give rise to such a proceeding.

or to material claims against the Borrower.

f) The Borrower is not aware of any document, judgment or legal process or other charges of any latent or patent defect affecting the Property or of any material defect in the Property or its title which has remained undisclosed and/or which may affect LANKABANGLA adversely.

g) The Borrower's Property is not included in or affected by any of the schemes of Government or of the improvement trust or of any body or local authority or by any alignment, widening or construction of road under any scheme of the Government or of any statutory body.

h) No suit is pending in any Court of Law in respect of the Property to be mortgaged with LANKABANGLA nor has the Borrower received any Notice for infringing the provisions of any act relating to local bodies or Local Authorities or with any other process under law in Bangladesh.

i) The Borrower has disclosed all facts relating to his/her Property to LANKABANGLA and has made available to them all the title documents in his possession.

j) The Borrower has paid all public dues or demands such as Income Tax and all the other taxes and revenues payable to the Government of Bangladesh or to any local authority and that at present there are no arrears of such taxes and revenues due and outstanding.

k) It shall be the Borrower's obligation to keep himself acquainted with the rules of LANKABANGLA, herein referred to/ and those which may be issued from time to time.

l) The Borrower declares that he/she has scrutinized and is satisfied with the building plan, commencement certificate and all the necessary permissions pertaining to the Property and that the construction is as per the approved plan and of a satisfactory quality.

#### ARTICLE-7 EVENTS OF DEFAULT AND REMEDIES OF LANKABANGLA

If one or more of the events specified in this Article (hereinafter called "Events of Default") shall have happened, then, LANKABANGLA may immediately declare the entire principal and all accrued interest on the Loan that may be payable by the Borrower or in terms of this Agreement and/or any other Agreement/s, document/s subsisting between the Borrower and LANKABANGLA, together with charges, incidental expenses, costs and any other dues to be accrued forthwith and upon such declaration the same shall become due forthwith and the security in relation to all Loans shall become enforceable, notwithstanding anything to the contrary in this Agreement or Agreement/s or document/s.

##### 7.1 Events of Default

a) the Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable or fails to perform any obligations under this Agreement;

b) any representation, warranty or statement which is made (or deemed to have been made) by the Borrower in this Agreement or in any certificate, statement, in connection with this Agreement proves to be incorrect in with references to the fact and circumstances existing at such time would not be accurate in all material respects;

c) there is a Material Adverse Change in the Borrower's financial position;

d) there is any change in the directives of the Government of Bangladesh which, in the opinion of the Lender, would prejudice the ability to meet its financial obligations in respect of this Facility;

e) any indebtedness of the Borrower becomes due or capable of being declared due before its stated maturity, any guarantee or obligation of the Borrower is not discharged at maturity or when called or the Borrower goes into default under, or commits a breach of, any contract or agreement relating to any such indebtedness, guarantee or other obligation;

f) any petition or application is made for the appointment of a trustee, administrator, receiver or similar officer in respect of all or any part of the business or assets of the Borrower;

g) the Borrower changes or threatens to change the nature or scope of its business/service, or any governmental authority expropriates or threatens to expropriate all or part of its assets and the result of any of foregoing is, in the determination of the Lender, to affect adversely its financial condition, his ability to perform its obligations under this Agreement;

h) any provision of this Agreement is or becomes for any reason, invalid or unenforceable or any consent or approval required for the performance of its obligations hereunder is revoked or modified.

i) Any information given by the Borrower in his/her loan application to LANKABANGLA for financial assistance is found to be materially incorrect in any material respect or any warranty referred to in Article 6 is found to be incorrect.

j) If there is reasonable apprehension that the Borrower is unable to pay his/her debts or proceedings for classifying him as insolvent have commenced.

k) If the property given as security depreciates in value to such an extent that, in the opinion of LANKABANGLA, further security should be given and such security is not given, in spite of being called upon to do so.

l) If the Borrower's Property which is pledged as security to LANKABANGLA for the loan is sold, disposed of charged, encumbered or mortgaged;

m) If an attachment or restraint is levied on the Mortgaged Property or any part thereof, and/or certificate proceedings are taken for recovery of any dues from the Borrower.

n) If the Borrower fails to furnish information/documents as required by LANKABANGLA under the provisions of this Agreement;

o) If the Borrower shall become bankrupt or insolvent.

##### 7.2 Expenses of Preservation of Assets of the Borrower and of Collection

All reasonable costs incurred by LANKABANGLA after an Event of Default has occurred in connection with:

- I) Preservation of the Borrower's assets whether now or hereafter existing) or
- II) Collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed to LANKABANGLA as L specify.

ARTICLE -8 WAIVER

No delay in exercising or omission to exercise, any right, power or remedy accruing to LANKABANGLA upon any default under deed or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver th by it in any default, a■ect or impair any right, power or remedy of LANKABANGLA in respect of any other default.

ARTICLE- 9 EFFECTIVE DATE OF AGREEMENT

The Agreement shall be in force till all the moneys due and payable to LANKABANGLA under this Agreement as well as the F Documents that may be subsisting/executed between the Borrower and LANKABANGLA are fully paid.

ARTICLE- 10 MISCELLANEOUS

10.1 All moneys due and payable by the Borrower to LANKABANGLA under or in terms of this Agreement shall be paid at the r LANKABANGLA by cheque, or bank draft, drawn in favour of LANKABANGLA in a schedule bank in the town or city where such o■ce is situated or in any other manner as may be approved by LANKABANGLA and shall be so paid as to enable LANKABAN the amount sought to be paid on or before the due date to which the payment relates. Credit for all payments by cheque/bank c will be given only on realisation thereof by LANKABANGLA.

10.2 a) The Borrower shall permit inspection of all books of accounts and other records maintained by him in respect of the loa of LANKABANGLA. The Borrower shall also permit similar inspection by o■cers of such other compa nies, banks, institution or as LANKABANGLA may approve, authorize or nominate.

b) LANKABANGLSA shall have the right to create charge over the property in favour of any company, bank, institution or body security for any re■nance facility or any loan availed of by LANKABANGLA from such company, bank, institution or body;

c) LANKABANGLA shall also have the right to transfer or assign the mortgage over the property in favour of any company, bank institution or body in connection with any sale or transfer of the Loan by LANKABANGLA to them.

d) LANKABANGLA shall have the authority to make available any information contained in the loan application form and/or an document or paper or statement submitted to LANKABANGLA by or on behalf of the Borrower and/or pertaining or relating to th Loan, to any rating or other agency or institution or body as LANKABANGLA in its sole discretion may deem ■t.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

10.4 Any notice or request required or permitted to be given or made under this Agreement to LANKABANGLA or to the Borrow in writing. such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand mail or t the party to which it is required or permitted to be given or made at such party's address speci■ed at the beginning of this Agree IN WITNESS WHEREOF the parties hereto have signed on the date ■rst above written.

Signed and Delivered by the within-named  
LANKABANGLA FINANCE LIMITED

1..... 2.....  
its authorized signatory its authorized signatory

Signed and Delivered by the within-named Borrower/s  
Signature & Date:

Name:  
Witness: Witness:

1. .... 2.....  
Name: Name:

Address: Address:SCHEDULE OF THE PROPERTY

.....  
.....  
.....  
.....  
.....  
.....

Dated:  
BY

.....  
.....  
.....

(Hereinafter referred to as the "Guarantor")

## IN FAVOUR OF

LANKABANGLA FINANCE LIMITED, Safura Tower (Level 11), 20, Kemal Atatürk Avenue, Banani, Dhaka- 1213, (hereinafter referred to as the "Lender"), which expression unless excluded by or repugnant to the context shall mean and include its successors in interest, legal representatives and assigns.

A. By a Loan Agreement no. .... dated ..... (the "Loan Agreement") between the Lender and .....

(hereinafter referred to as the "Borrower"), the Lender has granted loan facilities of BDT. .... Taka ..... only (the "Facility") to the Borrower.

B. Pursuant to the terms and conditions of the Loan Agreement, this Guarantee is executed by the Guarantor in favour of the Lender for the payment of the Facility including all interest, charges, fees, commissions, etc. (Loan Obligations) to the extent provided hereinafter.

IN WITNESS WHEREOF THE PARTIES HERETO AGREE THAT:

### 1.1 Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement. In the absence of such definition, the term shall have the meaning which it bears in ordinary usage, unless the context otherwise requires:

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, mortgages, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Borrower or any other person liable and includes any documents or instruments creating or evidencing a mortgage, charge (whether floating), pledge, guarantee, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

"Guarantee" includes each separate or independent stipulation or agreement by the Guarantor contained in this Guarantee;

"Guaranteed Liabilities" the indebted obligations of the Borrower under the Facility Agreement including, without limitation, capital and interest (as well after as before judgement) to date of payment at such rates and upon such terms as may from time to time be agreed, together with all charges and all legal and other costs, charges and expenses on a full and unconditional indemnity basis which may be incurred by the Guarantor in relation to any such moneys, obligations or liabilities or generally in respect of the Borrower, the Guarantor or any Collateral Instrument;

"Incapacity" means the death, bankruptcy, unsoundness of mind or insolvency;

Words importing the plural shall include the singular and vice versa.

## 2 Guarantee

2.1 In consideration of the Lender agreeing to grant the Facility to the Borrower pursuant to the Facility Agreement, the Guarantor agrees to provide guarantees to pay to the Lender immediately on demand by the Lender the Guaranteed Liabilities of the Borrower, now or hereafter owing or incurred by the Borrower to the Lender under or pursuant to the Facility Agreement and the other such Security Documents. The Guarantor shall ensure that the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Lender or otherwise acquired by it, or incurred on any Banking account or in any other manner whatsoever.

2.2 As a separate and independent stipulation, the Guarantor agrees that if any purported obligation or liability of the Borrower to the Lender 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 on any ground whatsoever whether or not known to the Lender, including, without limitation, any irregular exercise or absence of corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of the Borrower or any legal person, or any limitation, whether under the Limitation Act or otherwise or any disability or Incapacity or any change in the constitution of the Borrower, the Guarantor shall nevertheless be liable to the Lender in respect of that purported obligation or liability as if the same were fully valid, enforceable and the Guarantor were the principal debtor in respect thereof. The Guarantor hereby agrees to keep the Lender fully indemnified on demand against all damages, losses, costs and expenses arising from any failure of the Borrower to perform or discharge or otherwise discharge such purported obligation or liability.

2.3 Any certificate or determination of the Lender as to the Guaranteed Liabilities shall, in the absence of manifest error, be binding and conclusive on and against the Guarantor.

2.4 The Guarantor agrees to pay penal interest on each amount demanded of him under this Guarantee in respect of which he is liable as representing the cost to the Lender of any delayed payment or non-payment under the Facility Agreement.

2.5 The liability of the Guarantor shall not be affected, nor shall this Guarantee be discharged or reduced by reason of (i) The Lender releasing or varying the liability of the Borrower or any other person liable; or (ii) The Lender granting any time, indulgence or concession to, or compounding with, or releasing or varying the liability of the Borrower or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or agreeing to any compromise, arrangement or settlement or omitting to claim or enforce payment from the Borrower or any other person liable.

2.6 The Lender shall not be obliged to make any claim or demand on the Borrower or to resort to any Collateral Instrument 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 Lender in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Guarantor under this Guarantee, nor shall the Lender be obliged to apply any money received or recovered in consequence of the enforcement or realisation of any such Collateral Instrument or other means of payment in reduction of the Guaranteed Liabilities.

2.7 The Guarantor agrees that, without the prior written consent of the Lender, he will not: (i) exercise his rights of subrogation or reimbursement against the Borrower or any other person liable; (ii) demand or accept payment in whole or in part of any indebtedness or hereafter due to the Guarantor, from the Borrower or from any other person liable or demand or accept any Collateral Instrument.

respect of the same or dispose of the same; (iii) claim any set-off or counterclaim against the Borrower or any other person liable in competition with the Lender in the liquidation of the Borrower;

2.8 All payments to be made by the Guarantor under this Guarantee shall be made in full, without any set-off or counterclaim with or without free and clear of any deductions or withholdings, on the due date to the account of the Lender .

### 3 Continuing Representations and warranties

The Guarantor represents and warrants that:

(a) This Guarantee constitutes valid and legally binding obligations of the Guarantor enforceable in accordance with its terms and no action by the Guarantor will not (i) contravene any existing applicable law, statute, rule or regulation or any judgement, decree or permit of any authority to which the Guarantor is subject, (ii) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or instrument to which the Guarantor is a party or are subject or by which he is bound, or (iii) result in the creation or imposition of any charge or lien on the Guarantor to create any encumbrance on any of the Guarantor's undertakings, assets, rights or revenues.

(b) No litigation, arbitration or administrative proceeding is/are taking place, pending or, to the knowledge of the officers of the Guarantor, threatened against the Guarantor, which could have materially adverse effect on the Guarantor in performing this Guarantee.

### 4. Set-off

The Guarantor authorises the Lender to apply any credit balance to which the Guarantor is then entitled on any account of the Guarantor with the Lender at any of their branches in or towards satisfaction of any sum then due and payable from the Guarantor to the Lender under this Guarantee. The Lender shall not be obliged to exercise any right given to it by this Clause. The Lender shall notify the Guarantor upon the exercise or purported exercise of any right of set-off giving full details in relation thereto.

### 5. Benefit of this Guarantee

5.1 This Guarantee shall be binding upon the Guarantor and his/her heirs and legal representatives in title and shall inure for the benefit of the Lender and its successors in title and assignees and transferees.

5.2 The Guarantor may not assign or transfer any of his rights or obligations under this Guarantee.

5.3 The Guarantor agree to reimburse the Lender on demand for all legal and other costs, charges and expenses on a full and complete indemnity basis, which may be incurred by the Lender in relation to the enforcement on this Guarantee against the Guarantor.

Signed & Delivered by the within-named Guarantor/s

Signature & Date:

Signed in the presence of

(signatures, names and

addresses of the witnesses):-

Witness:      Witness:

1. ....

2.....

Name:      Name:

Address:      Address: LANKABANGLA FINANCE LIMITED

Demand Promissory Note

On demand I/We, ....., son/daughter of ..... having the residence address at.....

..... permanent address at .....

..... to pay to LANKABANGLA FINANCE LIMITED or order a sum of

..... (Bangladeshi Taka ..... ) only

interest at the rate of ..... per annum.

I/We further declare that I/we dispense with a notice of dishonour in terms of section 98(a) of the Negotiable Instrument Act No. 18 of 1881.

Signature:

Name:

Date: LETTER OF CONTINUATION

Date: .....

LANKABANGLA FINANCE LIMITED

Safura Tower (Level 11)

20, Kemal Ataturk Avenue

Banani, Dhaka 1213

(hereinafter referred to as the "Lender" which expression unless excluded by or repugnant to the context will mean and include its successors-in-interest, legal representatives, administrators, assigns).

Dear Sir,

I/We, .....

having the residence address at .....

permanent address at .....

being the Borrower, beg to enclose a Demand Promissory Note dated .....signed by me/us that is given to the Lender as security for the repayment of credit facility which is at present outstanding in my/our name and also for repayment of credit facility to the extent of BDT. .... (Bangladeshi Taka ..... only which I/we may avail of hereafter and the said Promissory Note is to be a security to the Lender for the repayment of the ultimate balance or sum remaining unpaid on the credit facility and I/we shall remain liable on the said Promissory Note, notwithstanding the fact that by payments made into my/our account from time to time the credit facility may from time to time be reduced or extinguished or even that the balance of the said account may be at credit.

It is understood that the Lender is at liberty to take such steps as it considers expedient in order to enforce payment of the Promissory Note at any time after it's notice demanding payment has been posted and default made in payments for 3 days after posting such notice and that this guarantee shall apply to any other Promissory Note that may be given in renewal or substitution of the original. I/we hereby acknowledge and confirm that I/we am/are liable to the Lender for payment of the amount mentioned in the said Promissory Note together with interest thereon; and that the limitation of the said Promissory Note shall be suspended in accordance with the Limitation Act, 1908 (and any amendment thereto) until I/we default in repayment of credit facility, the limitation shall start from the date of default.

Yours faithfully,

Signature:

Name:

Date: AUTHORITY TO COMPLETE PROMISSORY NOTE, CHEQUE ETC.

To

LankaBangla Finance Limited

20, Kemal Atatürk Avenue

Safura Tower (Level-11)

Banani, Dhaka 1213.

Dear Sir(s):

In consideration of the Loan Agreement No. .... Dated: .....

and any amendment thereto (hereinafter referred to as "Loan Agreement") entered into between

LankaBangla Finance Ltd. and I/we, the undersigned, .....

....., having the residence address

..... permanent address

....., being the Borrower will

deliver to you promissory notes and/or Cheques pursuant to the terms of the Loan agreement and its schedule duly executed by the Borrower and complete in all respect except that the date and/or amount which will be kept blank.

I/We acknowledge that the Promissory Notes and/or Cheques will be delivered to you in fulfillment to the requirements of the Loan Agreement and that, in addition to and not limited by the authorizations contained herein; you have the right to treat the Promissory Notes and/or Cheques in all respects, in the manner contemplated by the Loan Agreement.

You or any of your agents or employees with full rights of substitution are hereby irrevocably and specifically authorized and empowered, in your sole discretion and at any time, to complete the Promissory Notes and/or Cheques by inserting therein the appropriate date and/or proper amount including accrued interest, default interest, stipulated loss value, and other costs to be borne by the Borrower as determined by you pursuant to the Loan Agreement.

I/We acknowledge and agree that all actions taken by you pursuant to the Power of Attorney including but not limited to the determination of the date or the amount to be inserted in the Promissory Notes and/or Cheques shall be binding on me/us.

I/We further acknowledge and agree that this authorization is irrevocable and may not be limited in any manner whatsoever except to the extent specifically stated herein. This authorization shall expire on the date that you, in your sole discretion, determine the sums owing or which shall become owing under the Loan Agreement as the case may be, have been fully paid. Any and all authorizations of the Borrower required for this Power of Attorney have been obtained and shall remain in full force and effect until all obligations and the Loan Agreement have been discharged.

This authority is made on this the ..... day of ....., 20

For and on behalf of the Borrower

Signature :

Name :

Designation :

Witness:

1.

2.

Name : Name :

Address : Address : Date:

The Manager  
LankaBangla Finance Limited  
Safura Tower (Level-11), 20 Kemal Ataturk Avenue  
Banani, Dhaka-1213  
Dear Sir,

With reference to the above, i would like to request you to disburse the Home/Mortgage Loan facility granted to me and handover the cheque of BDT. .... only to ..... as per sanction letter Ref. No. .... dated ..... I would appreciate if you ■x the EMI date..... day of each month commencing from..... Looking forward of your early action in this regard.

Yours sincerely,

Name:  
Signature:

Letter of DisbursementUNDERTAKING

To:

LANKABANGLA FINANCE LIMITED  
SAFURA TOWER (LEVEL 11)  
20, KEMAL ATATURK AVENUE,  
BANANI, DHAKA 1213,

(hereinafter referred to as the "LANKABANGLA" which expression unless excluded by or repugnant to the context will mean and include its successor-in-interest, legal representatives, administrators, assigns)

WHEREAS, We, (1) ..... son/wife/daughter of .....

(Mother's Name: .....

(hereinafter referred to as the "First Applicant") and (2) .....

son/wife/daughter of .....

(Father's Name: .....

, Mother's Name:.....

(hereinafter referred to as the "Second Applicant") having both the residence.....

.....

and permanent address at .....

.....(hereinafter both the First Applicant and the Second Applicant

collectively referred as the "Borrowers"), have been sanctioned a Mortgage Loan facility of Taka ...../- (

.....) only (the "Loan") from LANKABANGLA in terms of the Sanction Letter

ref. ....dated ..... ("the Sanction Letter") issued

LANKABANGLA and duly accepted by us & a Loan Agreement No. .... dated

..... executed between us and LANKABANGLA (hereinafter referred to as the "Loan Agree

ment") against security of simple mortgage over the property as described in the SCHEDULE below (the "Schedule Property").

AND WHEREAS, as the Schedule Property clearly described in the schedule below (The "Schedule Property") is mortgaged with

..... against our existing loan with the same bank/NBFI, We, the First Applicant and

Second Applicant being the property owner, are not in a position to execute the Deed of Mortgage & General Power of Attorney

favour of LANKABANGLA right now as we need to pay o■ the total outstanding of our existing loan with



..... and redeem the schedule property and also comply with the completeness of documentation requirement from our part with LANKABANGLA.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES STATED ABOVE, WE, THE BORROWERS HEREBY UNDERTAKE

1. That we hereby unconditionally & irrevocably undertake that we shall redeem the Schedule Property within ..... days from the date of this undertaking and immediately upon redeeming the Mortgage Deed No. .... dated ..... & revoking the IGPA No.....dated..... regarding the schedule property, we the Borrowers shall execute Deed of Mortgage & Irrevocable

Power of Attorney in respect to the Schedule Property in favour of LANKABANGLA upon obtaining the necessary permission for creation of Mortgage (any) in favour of LANKABANGLA within ..... (.....) days from the date of this Undertaking

2. That we unconditionally & irrevocably undertake that we shall arrange to provide all original documents and any other documents as deemed necessary by LANKABANGLA to LANKABANGLA in respect to the Schedule Property as per requirement of LANKABANGLA within 7 (Seven) days from the date of first disbursement of the Loan. In case we fail to provide LANKABANGLA with any of the documents as required by LANKABANGLA we shall refund to LANKABANGLA the entire loan along with any due interest and/or charges as intimated by LANKABANGLA within 7 days of any demand by LANKABANGLA.

3. That we hereby undertake that as the Schedule Property is mortgaged with ..... for the existing Loan with ....., we shall, upon paying off the existing loan in full through disbursement of partial loan amount of LANKABANGLA arrange to collect NOC for our existing Loan from ..... the current mortgagee bank/financial institution that is ..... & handover the original NOC to LANKABANGLA along with all original documents as required by LANKABANGLA.

4. That we shall not re-allot or resell or register the Schedule Property to any other individual or party and we shall not exchange or transfer the Schedule Property without prior written approval of LANKABANGLA.

5. That we irrevocably & unconditionally undertake that the title of the Schedule Property is clean; therefore, if any dispute arises in the future we shall refund to LANKABANGLA the entire loan along with any due interest and/or charges as intimated by LANKABANGLA within 7 days of any demand by LANKABANGLA.

6. That after making of any partial disbursement of the Loan or takeover of loan, if it appears to the absolute discretion of LANKABANGLA that the title of Schedule Property is not satisfactory and/or documentation is not complete in all respect, LANKABANGLA shall have the absolute right not to disburse the rest of the phases of the Loan and shall have the right to take such action as allowed under existing law of the land and under the Loan Agreement and in that case, upon demand of LANKABANGLA, we shall refund the Loan including all interest & charges within 07 (Seven) days from LANKABANGLA for such refund.

7. That in case of our failure to comply with the terms of this undertaking, as mentioned hereinabove to the satisfaction of LANKABANGLA, our failure shall be deemed to be an Event of Default for not performing with this undertaking.

8. That in the event of default in repayment of Loan by us as determined and specified by LANKABANGLA or in case of any irregular payment of the monthly instalments (MI) payable to LANKABANGLA by us, we shall be severally and/ or jointly liable to refund to LANKABANGLA the entire Loan together with any overdue interest and charges under the Loan Agreement to LANKABANGLA within 7 (seven) days from such request from LANKABANGLA.

9. We shall seal, sign and execute any other documents and perform any other acts that may be necessary or to perform our obligation under the foregoing clause.

10. We shall incur all costs and expenses necessary for the performance of our obligation under this Undertaking.

11. This Letter of Undertaking is irrevocable and shall be binding on us, our successors-in interests, legal representatives and assigns.

12. The word "we", "our", "us", etc. hereinafter will refer to the Borrowers. SCHEDULE OF THE PROPERTY

.....  
.....  
.....  
.....  
.....  
.....

which is butted and bounded by;

On the North : .....

On the South : .....

On the East : .....

On the West : .....

IN WITNESS WHEREOF, WE HEREUNTO PUT OUR SIGNATURE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,

Signed in the presence of

(signatures, names and

addresses of the witnesses):

- 1.
- 2.

.....  
.....Date:

The Managing Director  
LankaBangla Finance Limited  
Safura Tower (Level-11)  
20, Kemal Atatürk Avenue  
Banani, Dhaka-1213

Subject: Declaration regarding clients Name/Signature and Parents/Spouse name mismatch with  
NID/Passport/Driving License/E-TIN/Trade License/Bank Account.

Dear Sir,  
I would like to inform you that the following information is correct:

1. Name :
2. Other Names : i)  
ii)
3. Father's Name :
4. Mother's Name :
5. Husband's/Wife's Name :
6. Present Address :
7. Permanent Address :

I do herewith declare that all of my names above including other names are my name and my parent/spouse names which varied with my NID/Passport/Driving License/E-TIN/Trade License/Bank Account and other documents inadvertently and my following signature and my conclusive signature used in connection with Loan facility to be obtained from LankaBangla Finance Limited, Safura Tower (Level-11), 20 Kemal Atatürk Avenue, Banani, Dhaka-1213 only and the signature will bind me for all the names of me as mentioned above.

Yours faithfully,

\_\_\_\_\_  
Signature as per Loan Application  
Witness:

1. 2. Date:  
To  
LANKABANGLA FINANCE LIMITED  
20, Kemal Atatürk Avenue  
Safura Tower (Level-11)  
Banani, Dhaka-1213

(hereinafter referred to as the "Lender" which expression unless excluded by or repugnant to the context shall mean and include its legal representative, successors -in-interest, assigns)

LETTER OF LIEN

Dear Sir,

In accordance with the provisions of the Loan Agreement No. .... dated .....executed between me/us and.....

.....father's /husband's name.....having address.....

.....  
(hereinafter referred to as the "Loan Agreement"), do hereby create lien on the following TDR/Share with a total face value of Tk. ....(Taka..... only in accordance with the terms and conditions of the said Loan Agreement:

I/We hereby authorize you to encash, assign, create, lien or otherwise dispose of the said TDR/Share, irrespective of their maturity, your outstanding amount of the loan plus any charges whatsoever due under the said Lease Agreement, such as interest thereon, so forth in the event of my/our failure has occasioned.

I/We am/are simultaneously advising the said bank/Issuing authority by endorsing a copy of this letter about creation of lien on my/our Finance Limited and/or its assignees. I/we confirm that when you present that TDR/Share for encashment to the Bank/Issuing Authority, to, encash the TDR/Share and all interest in your favor notwithstanding any objections, protest or demand of any kind from and/or assignees all of which are hereby expressly waived by me/us, I/we am/are asking the Bank/Issuing Authority to hereby record the same in its books/register and not to pay any interest or principal or any other privileges without your prior written consent to me/us.

The lien hereunder created on the TDR/Share shall be irrevocable and shall continue until I/we have discharged all payment obligations under the terms and conditions of the Lease Agreement and I/we shall not under any circumstances countermand the aforesaid such obligations have been fully and finally discharged.

I/We further hereby declare that this undertaking and authorization shall be binding in the manner aforesaid on my/our successors and assigns.  
Yours faithfully,

Name :

Address :

TDR No./Share Amount (BDT.) Issuing Authority/Bank

Witness 1:

Name:

Address:

Witness 2:

Name:

Address: MÖvnK cwiwPwZ mǎúwK©Z dig (KYC Profile Form):

1. wnmvṭei bvg t .....

2. wnmvṭei aiY l bǎi t .....

3. BDwbK MÖvnK AvBwW ṭKvW t .....

4. wnmveavixi bvg t .....

5. wnmve ṭLvji Kg©KZ©vi bvg t .....

6. Rbǎ wbeÜb bǎi ..... dṭUvKwc M,,nxZ wKbv? t n"uv / bv (cÖṭhvR" ṭṭṭ)

7. cvmṭcvU© bǎi ..... dṭUvKwc M,,nxZ wKbv? t n"uv / bv (cÖṭhvR" ṭṭṭ)

8. RvZxq cwiPqcṭ bǎi ..... dṭUvKwc M,,nxZ wKbv? t n"uv / bv (cÖṭhvR" ṭṭṭ)

9. wU AvB Gb ..... dṭUvKwc M,,nxZ wKbv? t n"uv / bv (cÖṭhvR" ṭṭṭ)

10. f"vU ṭiwRt bǎi ..... dṭUvKwc M,,nxZ wKbv? t n"uv / bv (cÖṭhvR" ṭṭṭ)

11. WǎvBwfs jvBṭmY bǎi ..... dṭUvKwc M,,nxZ wKbv? t n"uv / bv (cÖṭhvR" ṭṭṭ)

12. wnmvṭei cÖK...Z myweavṭfvMx

(Beneficial Owner) mǎúwK©Z Z\_"vw" (ṭKvǎvbxi ṭṭṭ 20% ev Gi Awak GKK ṭkqi ṭnvivi Gi we"lvwiZ Z\_"vw"

msMÖnc~e©K ṭKlqvBwm mǎúv"b KiṭZ nṭe | GQvovl ṭKvǎvbxi wbgš,bKvix ṭkqi ṭnvivi Gi we"lvwiZ Z\_"vw" msMÖnc~e©K ṭṭṭ  
nṭe| e"wk wnmvṭei ṭṭṭ cÖK,,Z myweavṭfvMx wPwýZKiZt ṭKlqvBwm mǎúv"b KiṭZ nṭe) t

13. cÖṭ"q Aṭ\_©i Drm wK? Znweṭji Drm wKfvṭe wbwðZ Kiv nṭqṭQ? (cÖṭhvR" ṭṭṭ)

14. MÖvnṭKi ṭckvi mvṭ\_ cÖṭ"q Aṭ\_©i Drm mvgÄm"~c~Y© wK bv ?

MÖvnṭKi ṭckvi we"lvwiZ eY©bvc~e©K mvgÄm"Zv wbwðZ Ki"b t

15. wi"ṭ MÖwWs t D"P ga"g wbgœ

gšle" t

(gšle" Asṭk Subjective weṭePbvq MÖvnṭKi SuywK mǎúṭK© Avewk"Kfvṭe gšle" KiṭZ nṭe| MÖvnṭKi SuywK wbi"~cṭbi ṭṭṭ MÖv

weṭk~lYKiZt e"emvṭqi ṭṭṭ e"emvṭqi cÖK...wZ, Aṭ\_©i gvlv, e"emvṭqi GjvKv, e"emvṭqi AvKvi, wnmvṭei cÖK...Z myweavṭfvMx

weṭePbvq wṭṭq MÖvnKṭK D"P ev wbgœ SyuwK mǎúbœ wnṭmṭe ṭk"YxKiY KiṭZ nṭe| PvKzwii ṭṭṭ Abyifcfvṭe we"lvwiZ avi

cÖK...wZ l "vq "vwqṭZji wbi"~L SzuwK wbi"~cb KiṭZ nṭe| MÖvnK D"P SzuwKc~Y© nṭj wbgwgZ Z"viwK KiṭZ nṭe)

wnmve ṭLvji Kg©KZ©v/wiṭjkbkxc g"vṭbRvṭii bvg, Abyṭgv"bKvix Kg©KZ©vi bvg, "Avṭji (mxjmn) l ZvwiLt

"Avṭji (mxjmn) l ZvwiLt

16. wnmve l MÖvnK mspvšl Z\_"vw" me©ṭkl ch©vṭjvPbv/nvjbvMv" Kivi ZvwiLt

ch©vṭjvPbv Ges nvjbvMv" Kvix Kg©KZ©vi

bvg (mxjmn) "Avṭji l ZvwiLtA Template of Customer Risk Profiling (CRP) Form

Risk

Determinants

Risk Variables/Determinants

Assigned

Risk

Weight

Customers  
Exceptions  
customer  
in getting KYC related information from  
High net worth customer or high value transactions:

Value	Risk Level	Risk Weight
0-5 million	Low	0
5-20 million	Medium	10
>20 million	High	20

A customer who has a business which involves large amount of cash (e.g. Jewelry/Gems trade, money transmitters/changers, art/antique dealers, restaurant/bars, share & stock brokers etc.

Non-resident customer  
Politically exposed person, its close associate or family member  
Relatively complex control/ownership structure (in case of corporate customer)

Reliability/trustworthiness of verification measures  
Unclear source of funds or income from undocumented sources

Customer opens account in the name of his/her family member who intends to credit large amount of deposits not consistent with the known sources of legitimate family income.

Beneficial ownership of funds may not belong to customer

Products  
Services

&  
Use of products & services which entail non face-to-face contact

Customer seeks private banking (i.e. prioritized or privileged banking) or other riskier services

Payment received from unknown or unrelated third parties

Service to walk-in Customers

Channels  
How was the account opened?

Mode	Risk Level	Risk Weight
RM/Affiliate	Low	0
Direct Sales agent	Medium	10
Internet	High	20

Walk-in/Unsolicited High 20

Level of cash based transactions  
Element of anonymity in transactions

Locations  
Customer is based or linked to any country which is identified by credible sources as having significant level of corruption and criminal activity

Customer's link to any country known to be a tax haven and identified by credible sources as providing funding or support for terrorist activities or that have designated terrorist organizations operating within their country

Any country unidentified by FATF or FSRBs as not having adequate AML& CFT system

Any country identified as destination of illicit financial flow

Customer is linked to any country subject to economic or trade sanctions

Others Transaction pattern matches with central bank's examples on Red Alerts or guidance provided by B F I U on ML/FT typologies

Customer/beneficial owner identification and verification not done properly

Any other risk factors etc.

Total Risk Score

Scale  
Please note that risk weight assigned as above have been selected according to prevalence of risk i.e.  
Never = 0  
Low = 5  
Moderate = 10  
High = 20

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Benchmarking  
Risk Score Range Range  
Below 50 1

51 - 80 2  
81 - 110 3  
111 - 140 4  
141 - 170 5  
170 & above 6

#### Rating Customer Risk Profiling Check

1-2 Low Risk

3-4 Moderate Risk

5-6 High Risk

Customer Risk Profile is re-considered in line with pre-defined criteria of central bank or LBFL's own Internal Risk Assessment (with seal & signature)

Prepared By:

(with seal & signature)

Approved By:

Customer is based or linked to UN Sanctioned list/countries LankaBangla Finance Limited

Clientele Acknowledgment Form (CAF)

(As per guideline of Bangladesh Bank)

Name of the Client:

Description of Loan/Lease Facility

Sanction Amount:

Purpose of the Loan:

Product Category:

SL No. Questions Comments

FI's Comment Client's Comment

1. What is the total amount to be disbursed?

Agreed with the

FI's comment.

2(a).

2(b).

Will it be disbursed at once?

If not, how will be there many parts and

mention the amounts in each disbursement?

Agreed with the

FI's comment.

3. What will be the tenure for repayment? (In case of rescheduled accounts, the tenure should be considered from the date of rescheduling)

Agreed with the

FI's comment.

4(a).

4(b).

Is there any grace period allowed?

If so, How long?

Agreed with the

FI's comment.

5. What will be the mode of repayment (monthly/quarterly/half-yearly)?

Agreed with the  
FI's comment.

6. What will be the installment size? Agreed with the  
FI's comment.

7(a).

7(b).

Whether the installment size will be same  
throughout the repayment tenure?

If not, is the client fully informed about this  
repayment reschedule?

Agreed with the  
FI's comment.

8(a).

8(b).

8(c).

Whether the interest rate is ☐xed or ☐exible?

If ☐xed, what will be rate?

If flexible, is the client informed about it?

Agreed with the  
FI's comment.

9(a).

9(b).

Will there be any fees or other charges being added  
in future?

If so, how much extra will the client have to pay and  
under what circumstances?

Agreed with the  
FI's comment.

10(a).

10(b).

Will there be any prepayment penalty if the  
client settles the loan/lease early?

If so, how much the client will have to pay as early  
settlement fee?

Agreed with the  
FI's comment.

N.B.: For rescheduled accounts, questions number 1 and 2 of this CAF is not applicable.

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Official's Signature with Date  
Clientele Feedback Form-CFF  
(As per guideline of Bangladesh Bank)  
Name of the Client:

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Client's Signature with Date Client Feedback

Description of Loan/Lease Facility

Sanction Amount:

Purpose of the Loan:

Product Category:

Period of the Feedback (from\_\_\_\_\_ to\_\_\_\_\_):

SL No. Questions Comments

FI's Comment Client's Comment

1(a). Had the client received lo agreement?

Yes/No Yes/No

1(b). If not, what was the reason (in brief)?

Agreed/not agreed with  
FI's explanation

2(a). Whether the grace period (if any) was allowed  
accordingly or not?

Yes/No

2(b). If not, what was the reason?

Agreed/not agreed with  
FI's explanation

3(a). Whether FI had charged any extra fee/penalty  
during this period that not mentioned in the  
agreement?

Yes/No

3(b). If so, what was the reason? Agreed/not agreed with  
FI's explanation

3(c). If the client differs with the explanation of the  
FI as mentioned in 3(b), what are the reasons  
to differ?

4(a). Was there any change in the period?

Yes/No



4(b). If so, what was the reason?

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Official's Signature with Date

---

Client's Signature with Date

Agreed/not agreed with

FI's explanation Application Form Duly Filled Up with proper date & signature

Valid Photo ID (National ID/Passport/Driving License/Commissioner Certificate)

Photograph of Applicant/Proprietor/all Partners/all Directors -3 Copies (Self Attested, Attested by RM)

TIN Certificate and/or Income Tax Document (IT Return copy with receipt)

Personal Guarantors' particulars duly filled & signed

Valid Photo ID of PG (National ID/Passport/Driving License/Commissioner Certificate)

Photograph of PG - 2 Copies (Attested by both Applicant & Guarantor)

Quotation Accepted By the Client

CIB Undertaking

Bank Statement of Last 12 Months

Utility Bill Copy (if applicable)

Net Worth Declaration by applicant and guarantors

Visiting Card of applicant and guarantors, if applicable

Applicant's name spell and Applicant's father, mother & spouse name spelling to be consistent

With all submitted documents (Photo ID, CIB inquiry & file)

Declaration regarding any mismatch in name/s with supporting docs (if applicable)

Bank statement verification request letter/authorization letter

Other Loan Facility Information (Sanction Letter copy) – if applicable

**SALARIED PERSON**

Salary Certificate/LOI/Pay Slip (Preference 1/2/3)

Pay Slip (Last 3 Months)

Company ID Card (Photocopy attested by applicant & RM)

**BUSINESSMAN/PROPRIETORSHIP/PARTNERSHIP**

Latest Trade License (Updated Copy)

Trade License Copy (to comply minimum business length)

TIN Certificate (Organization)

Copy of Partnership Deed (if applicable)

MOA & AOA (RJSC Certified Copy)

Certificate of Incorporation (RJSC certified copy)

RJSC attested Form X & XII (Photocopy)

Audited Financial Statements (Last 3 Years)

Audited/Management Account (Latest not before 6 months)

Board Resolution/Partners Resolution (if applicable)

VAT Registration Certificate

**ERC OR IRC**

Other Business Documents Supporting (if applicable)

**LANDLORD**

Ownership Document (Ownership Deed/Mutation/Holding Tax)

Copy of Rental Deed/Money Receipt/Others

**SELF EMPLOYED PERSON**

Professional Certificates (Photocopy)

Proof of Professional Association Membership

Income Declaration/Proof of other Income (in case of Private Practice)

**OTHERS, IF APPLICABLE**

Flat/Land Ownership Document Copy (if R/A is permanent)

Asset Deed copy as per net worth declaration (Best effort basis)

Others (If Necessary)

#### NOTE

All documents duly signed by the Applicant, Source & RO

Duly completed CAF, CFF and KYC form

Applicant Name: Application Check List

Required

Document

Obtained

Remarks

Yes No Yes No

Prepared By Checked By

Business Business CRM Operations Documentation Check List

The following property related documents are required prior to disburse your loan:

Particulars

For Private Land:

Baya Deed (original/certified/photocopy)

Ownership Deed (original/certified/photocopy)

Development agreement with the land owner

Power of Attorney (if any)

Recent Survey report i.e. math parcha

CS/RS/SA Parcha, DCR ( PS,BS,RS Parcha for Chittagong)

Mutation Parcha/ Khatianm, C.S. R.S b& S.A. operation

Up to date land tax receipt

Up to date municipality tax receipt

Non Encumbrance Certificates (NEC) for 13 years

Approved plan and approval letter of RAJUK/CDA- Mandatory

Estimate of the cost of construction

Soil Test Report

Project Brochure

Memorandum & Article of Association of the Developer Company

Company Profile

Title report by developers lawyer

Location Map

For Leasehold Land:

Baya Deed (original/certified/photocopy)

Ownership/Leased Deed (original/certified/photocopy)

Development agreement with the land owner

Power of Attorney (if any)

Power of Attorney acceptance from letter from concerned Gov. Authority

- Mutation Letter from relevant Govt. office-RAJUK/CDA

- Mutation Letter from National Housing Authority (NHA)

- Mutation Letter from Ministry of Works

Duplicate Carbon Receipt (DCR) with mutation order sheet

Recent Survey Report i.e. math parcha

Non Encumbrance Certificates (NEC)

Up to date land tax receipt

Up to date municipality tax receipt

Permission from the lessor to mortgage (if required)

Approved plan and approval letter of RAJUK/CDA

Estimate of the cost of construction

Soil Test Report

Project Brochure

Memorandum & Article of Association of the Developer Company

Developers Board Resolution for execution of documents

Company Profile

Title report by developers lawyer

Location Map

- Any other relevant document not specified above

Note: Incomplete documentation may cause delay in processing of your loan

Signature of Client and Date Signature of RM & Date