

Photograph of  
Applicant(s)  
(Self attested)

Business Card

Home/Mortgage Loan Application Form  
(Please Complete in BLOCK Letters)

Date: DD / MM / YYYY

The Manager

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:

.....

.....

.....

.....

## PERSONAL DETAILS

Applicant's Name:

.....

.....

Avt`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

^vgx/ xi Z\_

Name:

.....  
....

bvg:

.....  
....

Profession: ..... Land Phone:

.....

Mobile: ..... E-mail:

.....

Child Information:

.....  
.....  
.....  
.....

First Applicant's Signature

Date: DD / MM / YYYY

CONTACT DETAILS

Current Residence Address:

.....  
.....  
.....  
.....

Avevm'ji 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:

.....

First Applicant's Signature

Date: DD / MM / YYYY

ASSETS & LIABILITIES STATEMENT

Assets

Amount (BDT)

Supporting Docs Provided

\_\_\_\_\_

\_\_\_\_\_

Details

Cash

In Hand

At Bank

Fixed Deposits

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Investment

Type\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Name of Brokerage House-

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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---

---

Vehicles

---

---

Others (Please describe)

---

---

Total Assets= \_\_\_\_\_

---

Bond/Savings Certificate  
Share Portfolio  
Land & Building

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

Agricultural

Details \_\_\_\_\_

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

Non-Agricultural  
Building

Details \_\_\_\_\_

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

Details \_\_\_\_\_

Note: Please attach additional sheets (if required)  
Liabilities:

Bank/FI's

Finance  
type

Sanction  
amount

Outstanding  
amount

Term

EMI

(BDT)

Total Liabilities= \_\_\_\_\_

Supporting docs  
provided

\_\_\_\_\_

Note: Please attach additional sheet (if required)  
Total Net Worth (Total Asset - Total Liabilities) BDT.

#### CREDIT CARD RELATED INFORMATION

Please fill up the information if being a card used:

Issuing Organization Name

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

Credit Card No.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

I hereby certify and affirm that each of the statements given above and provided supporting



documents are true and accurate.

First Applicant's Signature

Date: DD / MM / YYYY

#### FINANCIAL INFORMATION

Monthly

Income

Salary

Business

Rental

Primary Applicant

Amount (BDT)

Supporting

Documents

Co-Applicant

Amount (BDT)

Supporting

Documents

Types of

Expenses

Amount (BDT)

Others

Total:

Note: Please provide additional sheet (if required)

#### PROPOSED PROPERTY INFORMATION

For Flat:

Property Selected

Yes

No

Booking Given

Yes

No

Property Address

Developer/Builder

Proportionate Land

REHAB Membership

Under Process

Relationship with LBFL: MoU Signed

Flat/Apartment No./

Floor(s) to be constructed

Property Type

Private/Freehold

Not Yet

MoU not Signed

Floor

Size

Sft.

Government/Leasehold

Expected

Handed over date

Expected

Expected Date of First Disbursement

Property Price (BDT)

Price for Parking Space (BDT)

Utility and Others (BDT)

possession date  
(Excluding car parking price)

Property Price (BDT)

(Excluding renovation)

(as per BM)

Registration Cost (BDT)  
Total Property Price BDT:  
Amount Already Paid BDT:  
as on DD / MM/ YYYY  
Loan Requested  
from LankaBangla  
Balance Amount

BDT:

BDT:

Sources of Payment of Balance  
Amount

For Self Constructed Building: i) Cost of estimation:

ii) Construction stage:

iii) Approval upto:..... Floor(s)

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 to comply with those 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 furnished by me/us.

I/We undertake and agree that I/we and my/our successors, jointly and severally, will always remain liable to repay the outstanding, interest and charges arising out of the facility that LankaBangla may grant to me/us considering this application. I/We understand and acknowledge that LankaBangla is not bound to grant facilities upon submission of this application form. It is within the sole discretion of LankaBangla whether it will allow or grant facilities to me/us on the basis of this application form.

First Applicant's Signature

Date: DD / MM / YYYY

## UNDERTAKING

Annexure 'Ka'

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

To

LankaBangla Finance Limited

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.

:

Contact No.

:

TIN No.

:

Date of Birth

:

Issue Date:

Place of Birth:

am applying in my own name/in the name of an organization under my ownership for sanction/renewal/rescheduling of Home/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 such decision.

Sl.

No.

Name of  
Enterprise

Permanent  
Address

Business  
Address

If the enterprise is enjoying any credit facility  
Yes

Name of Bank/Financial  
Institution

No  
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

:

Date

:

Name of Borrowing  
Enterprise  
Date

:

:

Photograph  
(Self attested &

attested by the  
Primary applicant)

Business Card

Co-Applicant's/Personal Guarantor's Details  
Co-Applicant

Guarantor

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-

PERSONAL DETAILS

Name:

.....  
.....

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 : 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:

.....

.....

bvg:

.....

.....



Profession: ..... Land Phone:

.....

Mobile: ..... E-mail:

.....

Child Information:

.....

.....

.....

.....

Co-Applicant/Guarantor's Signature

Date: DD / MM / YYYY

#### CONTACT DETAILS

Current Residence Address:

.....

.....

.....

.....

Avevm 7ji 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 Premises 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/Residentia/Both

Number of Floor Rented: .....

Addres of Rented Premises:

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

Land Phone: ..... Mobile:

.....

Co-Applicant/Guarantor's Signature

Date: DD / MM / YYYY

ASSETS & LIABILITIES STATEMENT

Assets

Amount (BDT)

Supporting Docs Provided

\_\_\_\_\_

\_\_\_\_\_

Details

Cash

In Hand

At Bank

Fixed Deposits

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Investment

Type\_\_\_\_\_

Name\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name\_\_\_\_\_

Name of Brokerage House-

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vehicles

\_\_\_\_\_

\_\_\_\_\_  
Others (Please describe)

\_\_\_\_\_

\_\_\_\_\_

Total Assets= \_\_\_\_\_

\_\_\_\_\_

Bond/Savings Certificate

Share Portfolio

Land & Building

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

Agricultural

Details \_\_\_\_\_

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

Non-Agricultural

Building

Details \_\_\_\_\_

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

Details \_\_\_\_\_

Note: Please attach additional sheets (if required)

Liabilities:

Bank/FI's

Finance

type

Sanction

amount

Outstanding

amount

Term

EMI

Supporting docs  
provided

(BDT)

Total Liabilities= \_\_\_\_\_

\_\_\_\_\_

Note: Please attach additional sheet (if required)  
Total Net Worth (Total Asset - Total Liabilities) BDT.

#### CREDIT CARD RELATED INFORMATION

Please fill up the information if being a card used:

Issuing Organization Name

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

Credit Card No.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

#### 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 to comply with those 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 furnished by me/us.

I/We undertake and agree that I/we and my/our successors, jointly and severally, will always remain liable to repay the outstanding, interest and charges arising out of the facility that LankaBangla may grant to me/us considering this application. I/We understand and acknowledge that LankaBangla is not bound to grand facilities upon submission of this application form. It is within the sole discretion of LankaBangla

whether it will allow or grant facilities to me/us on the basis of this application form.

Co-Applicant/Guarantor's Signature

Date: DD / MM / YYYY

## UNDERTAKING

Annexure 'Ka'

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

To

LankaBangla Finance Limited

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.

:

Contact No.

:

TIN No .

:

Date of Birth

:

Issue Date:

Place of Birth:

am applying in my own name/in the name of an organization under my ownership for sanction/renewal/rescheduling of Home/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 such decision.

Sl.

No.

Name of  
Enterprise

Permanent



Address

Business  
Address

If the enterprise is enjoying any credit facility

Yes

Name of Bank/Financial  
Institution

No

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

:

Date

:

Name of Borrowing  
Enterprise

Date

:  
:

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

PERSONAL DETAILS

Name:

.....  
.....

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:

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

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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:

.....  
.....  
.....  
.....

Guarantor's Signature

Date: DD / MM / YYYY

#### CONTACT DETAILS

Current Residence Address:

.....  
.....  
.....  
.....

Avevm 7ji 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:  
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.....  
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Office Phone: ..... Mobile:  
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Office Permits Status: Owned/Rented/Others:  
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Date of Inception of the Company:  
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Legal Status of the Company/Organization: Proprietorship/Partnership/Private Ltd./Public Ltd.

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

Previous Office/Organization address:  
.....  
.....  
.....

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

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..... Phone:

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LAND LORD/LAND LADY

Type of Rented Premises: Commercial/Residentia/Both

Number of Floor Rented: .....

Addres of Rented Premises:

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

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Land Phone: ..... Mobile:

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Guarantor's Signature

Date: DD / MM / YYYY

ASSETS & LIABILITIES STATEMENT

Assets

Amount (BDT)

Supporting Docs Provided

\_\_\_\_\_

\_\_\_\_\_

Details

Cash

In Hand

At Bank

Fixed Deposits

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Investment

Type\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Name of Brokerage House-

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vehicles

\_\_\_\_\_

\_\_\_\_\_

Others (Please describe)

\_\_\_\_\_

\_\_\_\_\_

Total Assets= \_\_\_\_\_

\_\_\_\_\_

Bond/Savings Certificate

Share Portfolio

Land & Building

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

Agricultural

Details \_\_\_\_\_

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

Non-Agricultural

Building

Details \_\_\_\_\_

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

Details \_\_\_\_\_

Note: Please attach additional sheets (if required)

Liabilities:

Bank/FI's

Finance

type

Sanction

amount



Outstanding  
amount

Term

EMI

(BDT)

Total Liabilities= \_\_\_\_\_

Supporting docs  
provided

\_\_\_\_\_

Note: Please attach additional sheet (if required)  
Total Net Worth (Total Asset - Total Liabilities) BDT.

#### CREDIT CARD RELATED INFORMATION

Please fill up the information if being a card used:

Issuing Organization Name

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

Credit Card No.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Guarantor's Signature

Date: DD / MM / YYYY

UNDERTAKING

Annexure 'Ka'

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

To

LankaBangla Finance Limited

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.

:

Contact No.

:

TIN No.

:

Date of Birth

:

Issue Date:

Place of Birth:

am applying in my own name/in the name of an organization under my ownership for sanction/renewal/rescheduling of Home/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 such decision.

Sl.

No.

Name of  
Enterprise

Permanent  
Address

Business  
Address

If the enterprise is enjoying any credit facility  
Yes

Name of Bank/Financial

Institution

No

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

:

Date

:

Name of Borrowing

Enterprise

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 and having its registered office at Safura Tower (Level-11), 20 Kemal Ataturk Avenue, Banani, Dhaka-1213, hereinafter called "LANKABANGLA" (which expression shall unless the context otherwise requires include its successors and assigns) of the ONE part;

AND

Mr./Ms.

.....  
.....

son/daughter/wife of

.....  
.....

(Mother's Name:

.....  
.....) having the

residence

address.....  
.....

.....  
.....

and permanent address at

.....  
.....

.....  
.....

(hereinafter called "the Borrower", which expression shall unless the context otherwise requires include his/her heirs, successors, executors, administrators) 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 security 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 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 reasonably likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan and 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 date/respective 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 and conditions 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 penal interest, charges, reimbursement of costs and/or expenses, fees or other kind of dues payable in terms of this Agreement to LANKABANGLA and means 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 General Clauses 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 purpose either 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 as 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 facility of an aggregate amount of Taka.....(Bangladeshi Taka.....) only (the "Loan") for the purpose of buying ..... apartments occupying on the ..... floor measuring total ..... square feet and ..... car parking space measuring ..... square feet total space measuring ..... square feet on the terms and conditions herein set forth.

##### 2.1.2

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

### 2.2

#### Interest

### 2.3

#### 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 execution of this Agreement .....% p.a. and shall be on an adjustable interest rate basis. Provided that from time to time LANKABANGLA may at 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 to the Government on account of any tax levied on interest (and/or other charges including the PEMII) on the loan



by the Government. The reimbursement or payment shall be made by the Borrower as and when called upon to do so by LANKABANGLA.

#### 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 three hundred 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 need or 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 marked "A/C Payee 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 and the interest on the Loan shall accrue as and from the date of delivery/dispatch handing over of the cheque irrespective of the time taken for 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 will amortise the Loan as stipulated in the Schedule subject however that in the event of delay or advancement of disbursement for any reason

whatsoever, the date of commencement of EMI shall be the first day of the month following the month in which disbursement of the Loan have 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.

### 2.7

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 as per 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 required 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 that Business Day 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 hereof. However, LANKABANGLA shall have the right to require the Borrower to furnish such information/documents concerning his/her employment, trade, business or profession or place of business and stay at any time and the Borrower shall furnish such information/documents immediately.

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. No intimation 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 option and 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 time being, 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 LANKABANGLA may deem fit in its own discretion.

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 on due date. 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 on EMI/PEMII 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.

#### Pre-payment

LANKABANGLA in its sole discretion and on such terms as determined by LankaBangla may require the Borrower to prepay the Loan or any or all of 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 case may be, which 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 further disbursements 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 as per the said 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/s, document/s that may have been or may be executed by the Borrower with LANKABANGLA in respect of the Loan or any other loan or loans is joint and several.

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 or retiring from the employment prior to superannuation, or upon the employer terminating his/her employment for any reason or upon the Borrower resigning or retiring from the service of the employer or any reason whatsoever or death, then notwithstanding any thing 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 dues thereon shall be payable by the Borrower/heirs to LANKABANGLA from the amount or amounts receivable by him from the employer under such scheme or offer, or any terminal benefit, as the case may be, Provided- however, in the event of the said amount or amounts being insufficient to repay the said sums 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 the schedule.

The Borrower hereby irrevocably empowers authorizes LANKABANGLA to communicate with and receive the said amounts from his/her 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 vide Deed 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, one cheque  
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.

3.2

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.

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 reasonable doubts and Encumbrances, and that the Borrower indemnifies and keeps LANKABANGLA saved, secured and harmless against all risk whatsoever.

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

4.2

a)

The Borrower assures LANKABANGLA that he/she has, prior to receiving the disbursement of

the Loan this day as aforesaid, utilised his/her 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 by him/her as security for the Loan and that the said Property is absolutely unencumbered, undisputed and free from any liability whatsoever.

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 proceeds 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 otherwise 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 thereto 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 also 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, at his own 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 upon to do so.

## 5.2

The Borrower shall duly furnish details of any additions/alteration in the property, within approved plan, which might be proposed to be made 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 accounts of construction to ensure proper utilization of the loan, and/or to put up a board at some conspicuous place of the property stating interalia that: "This property is mortgaged with LANKABANGLA" and/or any other notice(s) on the property at the



sole discretion of LANKABANGLA, and that 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 shall/have purchase/already purchased the Property is clean, genuine, unencumbered and the Borrower has investigated these matters and found as such before approaching to LankaBangla for financing the Property. The Borrower further confirms that the Borrower shall acquire /already has acquired the Property in due legal process and thereby shall acquire/has already acquired the Property with good title. If any dispute arises regarding the Property in any manner whatsoever at any point of time, then the Borrower shall fully indemnify LANKABANGLA and in that case LANKABANGLA 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)

c)

The Borrower shall not make any change in the declared use of the property. If the property is used for any other purpose in addition to 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.

The Borrower shall not amalgamate or merge his/her property with any other adjacent property nor create any right of way/any other 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 and 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 including all 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 right of 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 litigation 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 title of the

Property or of any material defect in the Property or its title which has remained undisclosed and/or which may affect LANKABANGLA prejudicially.

g)

The Borrower's Property is not included in or affected by any of the schemes of Government or of the improvement trust or any other public 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 with any Notice for infringing the provisions of any act relating to local bodies or Local Authorities or with any other process under law in force in Bangladesh.

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

i)

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 to be, in force 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 requisite 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 by a written notice to the Borrower may immediately declare the entire principal and all accrued interest on the Loan that may be payable by the Borrower under or in terms of this Agreement and/or any other Agreement/s, document/s subsisting between the Borrower and LANKABANGLA, as well as all other 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 or any other 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 of its 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 subsisting 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 similar 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 instrument or agreement relating to any such indebtedness, guarantee or other obligation;

f)

7.2

g)

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;  
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 or prejudice 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 by the Borrower 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 misleading or 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 been commenced.

k)

If the property given as security depreciates in value to such an extent that, in the opinion of LANKABANGLA, further security to the satisfaction 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 alienated.

m)

If an attachment or restraint is levied on the Mortgaged Property or any part thereof, and/or certificate proceedings are taken or commenced 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.

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)

II)

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

Collection of amounts due under this Agreement shall be charged to the Borrower and reimbursed to LANKABANGLA as LANKABANGLA shall 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, mortgage deed or any other Agreement or document shall impair any such rights, power or remedy or shall be construed to be a waiver thereof or any acquiescence 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 registered office of LANKABANGLA by cheque, or bank draft, drawn in favour of LANKABANGLA in a schedule bank in the town or city where such registered office is situated or in any other manner as may be approved by LANKABANGLA and shall be so paid as to enable LANKABANGLA to realise 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 drawn 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, to officers of LANKABANGLA. The Borrower shall also permit similar inspection by officers of such other companies, banks, institution or 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 by way of security for any refinance 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, 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 given 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 telegram 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.....  
its authorized signatory

2.....  
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



## 1.1

## Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement. In this Guarantee, unless the context otherwise requires:

“Collateral Instruments” means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, 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 fixed or 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, commission (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, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Lender 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 hereby guarantees to pay to the Lender immediately on demand by the Lender the Guaranteed Liabilities of the Borrower , now or hereafter due, owing or incurred by the Borrower to the Lender under or pursuant to the Facility Agreement and the other such Security Documents when 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 purchased

or otherwise acquired by it, or incurred on any Banking account or in any other manner whatsoever.

As a separate and independent stipulation, the Guarantor agrees that if any purported obligation or liability of the Borrower which would 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 any 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 or other 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 and 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 any such purported obligation or liability.

2.2

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 such amount as the Lender certifies 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 Incapacity of the Borrower or any other person liable; or (ii) The Lender granting any time, indulgence or concession to, or compounding with, discharging, 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 varying 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 any 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, reimbursement and indemnity against the Borrower or any other person liable; (ii) demand or accept payment in whole or in part of any indebtedness now or hereafter due to the Guarantor, from the Borrower or from any other person liable or demand or accept any Collateral Instrument in 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 whatsoever and, 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 the Guarantee

by the Guarantor will not (i) contravene any existing applicable law, statute, rule or regulation or any judgement, decree or permit 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 other 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 or oblige 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 forthwith 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 unqualified indemnity basis, which may be incurred by the Lender in relation to the enforcement on this Guarantee against the Guarantor.

IN WITNESS whereof the parties to this Guarantee have caused this Guarantee to be duly executed as a deed on the date first above written.

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/wife

of ..... having the residence address

at.....

.....

permanent address at .....

..... to pay to LANKABANGLA

FINANCE LIMITED or order a sum of BDT.

..... (Bangladeshi Taka

.....) only with

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. XXVI 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 successor-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 any

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 Ataturk 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 at

.....

..... permanent address at

.....

....., 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 final and conclusive 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 that all 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

:

Letter of Disbursement

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 fix the EMI date..... day of each month commencing from.....

Looking forward of your early action in this regard.

Yours sincerely,

Signature:

Name:

UNDERTAKING

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  
...../- (Taka

.....) only (the "Loan") from  
LANKABANGLA in terms of the Sanction Letter being  
ref. ....dated

..... ("the Sanction Letter") issued by  
LANKABANGLA and duly accepted by us & a Loan Agreement No.

..... dated

..... executed between us and LANKABANGLA

(hereinafter referred to as the "Loan Agreement") 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 in

favour of LANKABANGLA right now as we need to pay off 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, ACKNOWLEDGE, COVENANT AND CONFIRM AS FOLLOWS:

EDGE, COVENANT AND CONFIRM AS FOLLOWS:

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 General

Power of Attorney in

respect to the Schedule Property in favour of LANKABANGLA upon obtaining the necessary permission for creation of Mortgage (if

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 our

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 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 available under existing law of the land and under the Loan Agreement and in that case, upon demand of LANKABANGLA, we shall refund of 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 \_\_\_\_\_, 20 .

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 Ataturk 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 in NID/Passport/Driving License/E-TIN/Trade License/Bank Account and other documents inadvertently and my following signature is my conclusive signature used in connection with Loan facility to be obtained from LankaBangla Finance Limited, Safura Tower (Level11), 20 Kemal Ataturk 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

\_\_\_\_\_  
Signature as per NID/Passport/Driving License

Witness:

Witness:

1.

2.

Date:

To

LANKABANGLA FINANCE LIMITED

20, Kemal Ataturk 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 you

being the Lessor

and.....

.....I namely

.....father's /husband's

name.....having address at

.....

.....

.....

.....

(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:

TDR No./Share



Amount (BDT.)

Issuing Authority/Bank

I/We hereby authorize you to encash, assign, create, lien or otherwise dispose of the said TDR/Share, irrespective of their maturity and at any point of time, to realize your outstanding amount of the loan plus any charges whatsoever due under the said Lease Agreement, such as interest thereon, delinquent charges, legal costs and 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 said TDR/Share to LankaBangla Finance Limited and/or its assignees. I/we confirm that when you present that TDR/Share for encashment to the Bank/Issuing Authority will, and is hereby instructed to, encash the TDR/Share and all interest in your favor notwithstanding any objections, protest or demand of any kind from and/or our legal representatives or assignees all of which are hereby expressly waived by me/us, I/we am/are asking the Bank/Issuing Authority to hereby record this creation of lien on TDR/Share in their 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 including interests and all other charges under the terms and conditions of the Lease Agreement and I/we shall not under any circumstances countermand the authority given hereunder until my/our 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-in-interest and assigns.

Yours faithfully,

---

Name

:

Address

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

:

MÖvnK cwiwPwZ mǎúwK©Z dig (KYC Profile Form):

1. wnmvǎei bvg

t .....

2. wnmvǎei aiY l bǎi

t .....

3. BDwbK MÖvnK AvBwW †KvW t

.....

4. wnmveavixi bvg

t .....

5. wnmve †Lvji Kg©KZ©vi bvg t

.....

6. Rb¥ wbeÜb bǎi..... d†UvKwc M,,nxZ wKbv? t

n"uv / bv (cÖ†hvR" †¶†Î)

7. cvm†cvU© bǎi ..... d†UvKwc M,,nxZ wKbv? t

n"uv / bv (cÖ†hvR" †¶†Î)

8. RvZxq cwiPqcl bǎi..... d†UvKwc M,,nxZ wKbv? t n"uv

/ bv (cÖ†hvR" †¶†Î)

9. wU AvB Gb ..... d†UvKwc M,,nxZ wKbv? t n"uv

/ bv (cÖ†hvR" †¶†Î)

10. f"vU †iwRt bǎi ..... d†UvKwc M,,nxZ wKbv? t

n"uv / bv (cÖ†hvR" †¶†Î)

11. W"vBwfs jvB†mY bǎi ..... d†UvKwc M,,nxZ wKbv? t

n"uv / bv (cÖ†hvR" †¶†Î)

12. wnmvǎei cÖK...Z myweav†fvMx (Beneficial Owner) mǎúwK©Z Z\_`vw` (†Kvǎúvbxl †¶†Î 20%

ev Gi Awak GKK †kqvi †nvivi Gi we"lvwiZ Z\_`vw`

msMÖnc~e©K †KlqvBwm mǎúv`b Ki†Z n†e | GQvovl †Kvǎúvbxl wbqš¿bKvix †kqvi †nvivi Gi

we"lvwiZ Z\_`vw` msMÖnc~e©K †KlqvBwm mǎúv`b Ki†Z

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15. wi"† †MÖwWs t

D"P

ga"~g

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gšlé" t

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weþk-IYKiZt e“emvþqi þŋŋŋl e“emvþqi cÖK...wZ, Aþ\_©i gvŋv, e“emvþqi GjvKv, e“emvþqi AvKvi,  
wnmvþei cÖK...Z myweavþfvMx BZ“vw`mn Ab`vb` weþkl w`K  
weþePbvq wbþq MÖvnKþK D”P ev wbgæ SyuwK mæúbæ wnþmþe þkªYxKiY KiþZ nþe| PvKzwii  
þŋŋŋl Abyifcfvþe weŋlwiZ aviYv jvf KiZt weþkl Kþi PvKzwii  
cÖK...wZ I `vq `vwqþZji wbwiþL SzuwK wbi“cb KiþZ nþe| MÖvnK D”P SzuwKc~Y© nþj wbqwgZ  
Z`viwK KiþZ nþe)

.....  
wnmve þLvjvi Kg©KZ©v/wiþjkbkxc g`vþbRvþii bvg,  
ŋ^vŋŋi (mxjmn) I ZvwiLt

16. wnmve I MÖvnK mspvšl Z\_`vw` me©þkl ch©vþjvPbv/nvjbvMv` Kivi ZvwiLt

-----ch©vþjvPbv Ges nvjbvMv`Kvix Kg©KZ©vi  
bvg (mxjmn) ŋ^vŋŋi I ZvwiLt

.....  
Abyþgv`bKvix Kg©KZ©vi bvg, ŋ^vŋŋi (mxjmn) I ZvwiLt

A Template of Customer Risk Profiling (CRP) Form

Risk  
Determinants

Assigned  
Risk  
Weight

Risk Variables/Determinants  
Excep ons  
customer

in ge ng

KYC

related informa on

from

High net worth customer or high value transac ons:

Customers

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.

Products &  
Services

Beneficial ownership of funds may not belong to customer

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

How was the account opened?

Channels

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

Customer is based or linked to any country which is identified by credible sources as having significant level of corruption and criminal activity

Customer is based or linked to UN Sanctioned list/countries

Locations

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

Transaction pattern matches with central bank's examples on Red Alerts or guidance provided by B F I U on ML/FT typologies

Others

Customer/beneficial owner identification and verification not done properly

Any other risk factors etc.

Total Risk Score

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

Scale

Benchmarking

Risk Score Range

Below 50

51 - 80

81 - 110

111 - 140

141 - 170

170 & above

Range

1-2

3-4

5-6

Customer Risk Profiling

Low Risk

Moderate Risk

High Risk

Customer Risk Profile is re-considered in line with pre-defined criteria of central bank or LBFL's own Internal Risk Assessment

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Range

1

2

3

4

5

6

Check

Prepared By:

Approved By:

(with seal & signature)

(with seal & signature)

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

1.

What is the total amount to be disbursed?

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?

What will be the tenure for repayment? (In case  
of rescheduled accounts, the tenure should be  
considered from the date of rescheduling)

Is there any grace period allowed?

If so, How long?

What will be the mode of repayment  
(monthly/quarterly/half-yearly)?

What will be the installment size?

3.

4(a).

4(b).

5.

6.

7(a).

Client's Comment

Agreed with the

FI's comment.

Agreed with the

FI's comment.

Agreed with the

FI's comment.

Whether the installment size will be same  
throughout the repayment tenure?

7(b). If not, is the client fully informed about this  
repayment reschedule?

8(a).

Whether the interest rate is fixed or flexible?

8(b). If fixed, what will be rate?

8(c).

If flexible, is the client informed about it?

9(a).

Will there be any fees or other charges being added



in future?

9(b). If so, how much extra will the client have to pay and under what circumstances?

10(a). Will there be any prepayment penalty if the client settles the loan/lease early?

10(b). If so, how much the client will have to pay as early settlement fee?

N.B.: For rescheduled accounts, questions number 1 and 2 of this CAF is not applicable.

Agreed with the  
FI's comment.

Agreed with the  
FI's comment.

Agreed with the  
FI's comment.

Agreed with the  
FI's comment.

Agreed with the  
FI's comment.

Agreed with the  
FI's comment.

Agreed with the  
FI's comment.

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Official's Signature with Date

Client's Signature with Date

Client Feedback Form

LankaBangla Finance Limited  
Clientele Feedback Form-CFF  
(As per guideline of Bangladesh Bank)  
Name of the Client:  
Description of Loan/Lease Facility  
Sanction Amount:  
Purpose of the Loan:  
Product Category:

Period of the Feedback (from \_\_\_\_\_ to \_\_\_\_\_):

SL No.

Questions

1(a).

Had the client received lo agreement?

1(b).

If not, what was the reason (in brief)?

2(a).

Whether the grace period (if any) was allowed accordingly or not?

If not, what was the reason?

2(b).

3(a).

3(b).

Whether FI had charged any extra fee/penalty during this period that not mentioned in the agreement?

If so, what was the reason?

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?

Comments

FI's Comment

Yes/No

Client's Comment

Yes/No

Agreed/not agreed with

FI's explanation

Yes/No

Agreed/not agreed with

FI's explanation

Yes/No

Agreed/not agreed with

FI's explanation

Yes/No

4(b).

If so, what was the reason?

Agreed/not agreed with

FI's explanation

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Official's Signature with Date

Client's Signature with Date

Application Check List

Applicant Name:

Document

Required

Obtained

Yes

Yes

No

No

## Remarks

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  
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

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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