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STAMP

ONE Bank Car Loan Agreement :

Conditions Applicable: ee. mass _—O—

mt The borrower(s) will ensure (has the credit extended will be used only for the purpose for which it has been approved, and

a The Bank reserves the right to perform any or one of the actions, listed in the following paragraphs, without any reference to

1. To review the underlying basis on which the facility had been provided (including interest rates, fees, the timing of the eluding the

2. To withdraw approved facilities and terminate the agreement 11 31) 016 opinion of the Bank, there has been any material, und

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

+. To prohibit the borrower(s) from further using the vehicle and depute a Bank representative to repossess the vehicle in we

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

■. The facility will be repayable on demand, but unless and until demanded shall be repayable in accordance with the agree

A demand will constitute any formal written 300 addressed to the borrower(s) at their correspondence address republished with the E

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

■ ■ 01117 Documentation:

The following security documentation will remain lodged with the Bank and will be [■ ■] enforceable:

1. Registration from ARTA in the joint names of the borrower & the bank as directed by combined ■ ■ ■ ■ ■ Com time let time.

b. Certificate of comprehensive insurance policy annual renewal of policy solely in the name of the Bank for the entire period of the

(, ONE Bank sanction letter duly signed and accepted by the borrower(s), ■ ■ with the detailed terms and conditions attached ther

d. Demand Promissory Note,

■. Letter of assignment

f. Authorization letter 10011 the customer empowering the Bank to take repossession of the vehicle 1] in the event of failure to pay

i, [11100121 & Post dated cheques as required.

h. Memorandum deposit of cheques' securities |

L. ■ ■ 108 of Guarantee |

Above in and security documentation will be deemed to be null and void, hence void is 01114 Liquidated und just

Conditions Precedent: |

■ ■: the bank has received the following, the Bank will not be obliged to make the facility or any part available to the borrower

a. Verification by the borrower (5) confirmed by the signing of the Sanction letter, accepting clause 130100 on the basis of qu

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

Fees, Costs, Expenses, and Liabilities:

The borrower will bear the following fees, costs, expenses and liabilities: ,

2. Vehicle registration and comprehensive insurance costs [11111701001 renewals OF such registration and comprehensive in

D. Fees for any ■ ■ ■ ■ ■ per verifications required by the Bank,

0. Applicable stamp duties, registration fees, and other governmental charges ■ ■ ■ ■ 1 ■ 350 of usages. in respect of the facility

AM costs, charges, expenses, legal costs etc. incurred in relation to the facility and in: (2) the preparation and execution of the

enforcement.

■ ■ During the term of the loan, all maintenance costs of the vehicle are to be 00016 by the ■ ■ ■ ■ ■

7. In the event 0001111, any costs incurred as a result of repossession process will be charged to the ■ 01101003 1 and the p

■ 14031 ■ 1111 amount, together with due costs involved in repossession. Any shortfall will have to be borne by the borrower(s).

■. Full 11311 will be borne by the ■ ■ ■ ■ 0 [8] in the event the vehicle is damaged, stolen or badly affected in any way, shape

of God. Any shortfall in proceeds received from insurance claims in the event of loss or damage of the vehicle will have to be

ly. [■ the event the vehicle is totally destroyed or damaged beyond repair, the loan agreement will be deemed to be termi

proceeds of the loan,

[in the event the borrower(s) expires, the entire outstanding amount of the loan shall become due and payable ■ ■ date and the

immediately.

at the time of application The amount of partial prepayment will have to be ■ ■ (at least 23%) of the outstanding balance.

Warranties and Representations:

In accepting [115 offer the following representations and warranties are made by the borrower(s) ;

a. The acceptance of the terms and conditions of this application by the borrower(s) constitutes a legal and binding obligation upon

h. The borrower(s) shall exercise due and reasonable care as a prudent custodian in taking custody and using of the vehicle a

with all laws, regulations, ordinances, and instructions of governmental authorities The borrower(s) will ensure that no one but a skil

vehicle. The borrower(s) will also ensure that all insurance premiums, road taxes, fines, payments for licenses, and all other

■. Upon the occurrence of an event for which an 031081506 claim may be made, the borrower shall immediately 00110 the Bank

for receipt of the 71550181000 proceeds by the Bank. The Bank will use the proceeds in any order at its sole discretion 10% of

obligations or debts of the borrower in the Bank, (including) the compensation of damages incurred to any third party due to the occur

il Abuse or damage to the borrower's car, operation, and ■ ■ ■ 7071 of the vehicle shall be borne

g. The borrower(s) will maintain the vehicle in good operating condition and working order during the entire term of the loan,

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

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

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

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

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

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

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

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

a. Where the borrower is one person as borrower, the declaration below, the validity of each such person thereunder shall be the same as if made by the borrower(s).

cl. The laws of Bangladesh shall govern the terms and conditions of the borrower(s) and the Bank hereby irrevocably and exclusively submits its submission shall not however prejudice the rights of the Bank to take any measures against the borrower(s) in any other jurisdiction.

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

Reserve Requirement:

On the date of any reserve requirement. statutory reserve deposit, Special deposit, borrowing limit, gearing constraint, etc. shall be applicable to the borrower(s) and shall be subject to the provisions of the Bank's business and the applicable provisions of the law of Bangladesh.

imposed by Bangladesh Bank. any Government or Governmental authority in Bangladesh (or equivalent bodies in overseas countries) shall not be entitled to provide the facility, or providing funds under them, or to reduce the effective rate of return to the Bank (or the borrower(s))

borrower(s) shall pay to the Bank such additional amount of interest and as when demanded, the cost of which shall be borne by the borrower(s) and shall be calculated from the date on which the Bank first incurred the additional cost or reduction, as the case may be.

00105311010:

1. I have applied for the loan detailed in this application. I have read, understood, and fully understood the above terms and conditions mentioned in the application to the facility granted to me by the Bank.

Signature of the Principal Applicant Verified by bank official Signature of the Joint Applicant Signature of witness

a | Name; . Name:

y

GENERAL LETTER OF HYPOTHECATION

To

The Manager

ONE Bank Limited

at Place: |

on Date: .

In consideration with your opening and/or continuing our with you and allowing us to overdraw such account or consumer loan or allowing our overdrawn account to remain overdrawn and of your extending any other credit facilities as we, the undersigned may request you and you may be willing to extend and such credit facilities from time to time showing the amount of credit facilities extended by you and details of securities hypothecated there against we agree as follows:-

1. The expression "The Security" means all kinds of articles and valuables of any kinds as well as goods and merchandise, fixed and moveable assets, bills of lading, warrants, delivery orders, document of title and securities whatsoever held upon trust for you by us at any time whether before, on or after the date hereof and for any purpose whatsoever and all goods represented by any documents so deposited or delivered.

2. We shall hold the Securities as a continuing security for the repayment or discharge on demand of advances made or which may be made to us or any one or more of us whether alone or jointly on account current or otherwise and of any liability on bills discounted negotiated or held by you at your request or bearing our name and also for any other liability on our part to you incurred or which may be incurred at our request on any account whatsoever (including moneys owing from a survivor on any joint account) and whether as principal debtor solely or guarantor together with interest and all customary charges thereon. And insofar as we are parties to the present agreement as securities or Guarantors you may enter into any contract with the principal debtor for the purpose of giving time for payment or for any other purpose without prejudice to your rights against us such sureties or guarantors.

3. We shall not divert or deal with to the detriment of the Bank or pledge or otherwise charge or encumber any of the Securities or permit any act whereby the securities given to the Bank shall be in any way prejudicially affected.

4. You shall have a pledge or in the case of share or marketable securities such other charge as may be appropriate upon the Securities as security for the repayment or discharge on demand of each and every advance and liability mentioned

In clause 2 of this agreement.

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

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

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

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

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

IRREVOCABLE POWER OF ATTORNEY TO SELL HYPOTHECATED GOODS

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/we, of
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. Of = "Ce iNAfter individually and/or collectively referred to as

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

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

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

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

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

2, To sell or dispose of the Property or any part thereof together or in parcel either privately or by public auction or by private contract terms and condition as the Bank shall think fit and proper, without any reference to the Principal;

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

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

= To incur any expenditure that may be necessary for taking over, management and control of the Property and for transfer or encumbrance and to incur any liabilities for the said purpose.

6. To advertise through newspapers or otherwise for auction of the Property or any part thereof, to arrange and effect the auction

7 the bid money, and apply the same in meeting expenses and in settling the Loan and Liabilities of the Principal.

ii To negotiate for the sale of the Property or any part thereof, set the terms of sale to sign, seal, execute and deliver all such contracts, agreements, sale deeds or deeds of conveyance and/or other document, and/or instruments of transfer with all necessary and proper covenants therein, and generally Upon such terms and conditions as the Bank shall deem necessary or expedient

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

9, To realize, receive and make payment of any consideration or purchased money or other moneys that may become payable to

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

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

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

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

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

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

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

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

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

2.3 Statements of account conclusive

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

2.4 No security taken by Guarantor(s)

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

2.5 Compensation

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

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

2.6 Continuing security and other matters

This Guarantee shall:

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

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

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

The Guarantor(s) shall be jointly and severally and Unconditional

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

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

(01 The Banking granting any ■■■, indulgence or concession to, or compounding with, discharging, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing of concurring in accepting or varying any compromise, arrangement or omitting to claim or enforce payment from the Borrower or any other person liable; or

fc) The Bank varying the security or making any variations in the terms of the documents or any neglect or forbearance or delay in enforcement of any security or terms of contract between the bank and other the Borrower or any other obligation: or

(d) The absence or informality of borrowing powers on the part of the Borrower or any irregularity in the exercise thereof; or

(e) The name or the constitution or the character of the Borrower be changed or if the management or administration of the Borrower or its undertaking be taken over or nationalized by the Government, or

(f) The death of any one or more of the Guarantor(s); but shall continue to be operative until determined as to any future accommodation; or

0) The Bank absorbs any other Bank or concern or if the Bank is amalgamated with or absorbed by any other Bank concern but shall remain available for and by the absorbing or amalgamated Bank concern.

(h) Where the Borrowers are a corporation or society the Bank is not to be concerned to see or inquire into the power of the Borrowers or their directors or other agents acting or purporting to act on their behalf, any moneys in fact borrowed from the Bank in professed powers shall be deemed to form the Bank In professed exercise of such powers shall be deemed to form part of moneys guaranteed by the borrowing or obtaining of such moneys be in excess of the powers of the Borrowers, or of the directors or other agents of such Borrowers, the powers of the Borrowers, or of the directors or other agents aforesaid or may be in any way irregular or defective or informal.

2.8 Collateral Instruments

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

Letter of Guarantee - ONE Bank Limited

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