

6. Until all money and liabilities due or incurred by the Principal Debtor to you shall have been paid or discharged, I/we shall not, nor shall any of us, by paying off any sum recoverable hereunder or by any other means or on any other ground, claim any set off or counter claim against the Principal Debtor in respect of any liability on the part of us or any of us/me to the Principal Debtor or claim or prove in competition with you in respect of any payment by any of us/me hereunder or be entitled to claim or have the benefit of any set off counter claim or proof against or dividend composition or payment by the Principal Debtor of his estate or the benefit of any other security which you may now or hereafter hold for any money or liabilities due or incurred by the Principal Debtor to you or to have any share therein.
7. Any security now or hereafter held by or for me/us, or for any of us, from the Principal Debtor in respect of the liability of me/us, or any of us, hereunder shall be held in trust for you and as security for our/my liability hereunder.
8. Any admission or acknowledgement in writing by the Principal Debtor or any person on behalf of the Principal Debtor of the amount of the indebtedness of the Principal Debtor or otherwise in relation to the subject matter of this guarantee or any judgement or award obtained by you against the Principal Debtor or proof by you in insolvency or companies winding up which is admitted, or any statement of account furnished by you, the correctness of which is certified by any one of your managers or any of your duly authorized officers shall be binding and conclusive on us/me and our respective estates/my estate.
9. After demand made on us or any of us/me you shall have a charge upon all securities belonging to us or any of us/me then held by you and on all moneys then standing to the credit of us or any of us/me with you or any current or other account as security for payment by us/me of our/my liability hereunder and further if the Principal Debtor is a firm this guarantee shall continue to be binding notwithstanding any changes that may from time to time take place in the persons constituting the firm of the Principal Debtor or in the name of the firm, or any other change of circumstances, it being intended that this security shall apply to any and every indebtedness or liability to you of the persons or person for the time being carrying on or continuing the business now carried on by the Principal Debtor.
10. You may at your absolute discretion release, compound with, or otherwise vary the liability under this guarantee with the Principal Debtor or a co-surety or the undersigned, without releasing, discharging or diminishing the liability of the others or other of the undersigned, who shall be and continue jointly and severally liable to you to the full extent of the guarantee.
11. In the event of this guarantee ceasing from any cause to be binding as a continuing guarantee on the undersigned or any one of the undersigned, you may open a fresh account or continue any existing account with the Principal Debtor and no moneys paid into any such account by or on behalf of the Principal Debtor and subsequently drawn out shall affect or diminish the liability of me or us or any of us under the guarantee.
12. The sum to be ultimately recoverable from us/me under this guarantee shall not exceed the principal sum stated above, plus with such further sum representing interest thereon and all your costs, charges and expenses, including all legal costs and fees or a full indemnity basis, in relation to the recovery of sums due and payable by the Principal Debtor, and for the enforcement of this guarantee.
13. Any demand for payment or notice under this guarantee shall be sufficiently given to me/us if sent to me/us or any one of us by courier or post or delivered by hand to the last known address or to the address of the personal representatives to whom such demand or notice is to be made or given and shall be assumed to have reached the addressee in the course of post if given by post and no period of limitation shall commence to run in favour of me/us, or any of us, until after demand for payment in writing shall have been made or given as aforesaid.
14. No relaxation, forbearance or indulgence granted by you to us/me shall affected our/my liability to you hereunder nor shall any release of or agreement not to use us/me affect the liability of other and this guarantee shall bind us/me and our/my successors-in-title and assigns.
15. You shall be at liberty to release or discharge us/me from the obligations under this guarantee or to accept any composition from or make any other arrangement with us/me without thereby prejudicing or effecting your rights and remedies against the others.
16. This Continuing Guarantee is to be construed according to and the rights of the parties hereunder are to be governed by the laws of Bangladesh.

Guarantor's Signature _____

Name _____

LETTER OF GUARANTEE

The Manager
The City Bank Limited

Date _____

1. In consideration of your making or continuing to extending credit, lease and/or hire purchase facilities for as long as you may think fit to:
(Name and address of Borrower) _____
(hereinafter called the "Principal Debtor") HEREBY GUARANTEE to you the repayment when due or earlier on demand in writing being made to us/me by you or any of your duly authorized officers of all moneys advanced to or paid for or on account of the Principal Debtor of an aggregate principal amount of Tk. _____ (Taka _____ only) plus all costs, interests, charges and expenses, including all legal costs and fees incurred by you in relation to the recovery of sums due and payable to you by the Principal Debtor whether before or after the date hereof and remaining unpaid or which shall at any time hereafter be owing or payable to you on any such account or any negotiable instrument or any other account whatsoever by the Principal Debtor whether as principal or surety and whether alone or jointly with any other person and in whatever name, style or firm including:
(a) in the case of the death, insolvency or liquidation of the Principal Debtor, sums which would at any time have been owing to you by the Principal Debtor if such death had occurred or such insolvency or liquidation had commenced at the time when you receive actual notice thereof and notwithstanding such death, insolvency or liquidation;
(b) all money obtained from or liabilities incurred to you notwithstanding that the borrowing or incurring of such liabilities may be invalid or in excess of the powers of the Principal Debtor or of any director, attorney, agent or other person purporting to act on behalf of the Principal Debtor and notwithstanding any other irregularity in obtaining such money or incurring such liabilities;
(c) in the event of the discontinuance by any means of this guarantee all cheques, drafts, bills, notes and negotiable instruments drawn by or for the account of the Principal Debtor on you or your agents and purporting to be dated on or before the date when such discontinuance becomes known to you or your agents although presented to or paid by you or them after that date and all liabilities of the Principal Debtor to you at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by you for the Principal Debtor; together with any accrued interest or other return or any compensation, commission, banking charges, legal and other costs, charges and expenses that may be payable.
2. This shall be a continuing guarantee and shall not be considered as either wholly or partially satisfied by the receipt by you of any sums at any time in payment or discharge wholly or partly of the said moneys or of the debts for the time being owed by the Principal Debtor but shall extend to cover all moneys which shall at any time hereafter be advanced to or paid for or on account of the Principal Debtor or be owing or payable to you by the Principal Debtor notwithstanding the receipt by you of any such sums.
3. If the Principal Debtor is a minor or a person under a legal disability or is a committee or association or other unincorporated body which has no legal existence or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf, this guarantee shall be valid and binding on us/me notwithstanding that fact as though we were joint and several Principal Debtors.
4. You may accept from the said Principal Debtor any securities you may think proper and grant to the Principal Debtor or to any drawer, acceptor or endorser of bills of exchange or promissory notes or to any other persons, parties to any securities or guarantees received by you from them or otherwise held by you any time or other indulgence and compound with and accept any composition from or release the Principal Debtor, any such drawer, acceptor, endorser, and persons, and realise, give up, modify, exchange or abstain from perfecting or enforcing any securities as you may think expedient without discharging or satisfying the liability of me or any of us or in any way invalidating or prejudicing this guarantee and that you may prove and rank as creditors in the bankruptcy, insolvency or liquidation of the Principal Debtor or any such persons as aforesaid in respect of the general balance of your account with the Principal Debtor or other person and that all dividends, compositions, proceeds of securities, payments and moneys received by you in respect of the total liability to you of the Principal Debtor or his estate shall be taken and applied as payment in gross and that our/my liability under this guarantee shall extend to the payment of any ultimate balance that shall remain unpaid after deducting all such payments.
5. The liability of any of us/me hereunder shall not be affected by any failure by you to take any security or by any invalidity of any security taken or by any existing or future agreement by you as to the application of any advances made or to be made to the Principal Debtor or should this guarantee prove not to be binding on any one or more of us/me for any reason whatsoever.

Guarantor's Signature _____

Name _____

INFORMATION OF THE GUARANTOR

I have read and understood the terms and conditions of "Personal Loan" of The City Bank Limited (The Bank). I hereby agree to guarantee any credit facilities agreed to be granted or continued, or granted and continued, by the Bank to

Name of Applicant

Address

Guarantor's
Photograph

My Personal Details are Furnished Below:

Name

Mother's Name

Father's Name

Spouse's Name

Relation with the Applicant

Present Residential Address

Permanent Address

Telephone

Mobile no

Fax

E-mail

Occupation

DOB

E-TIN

Employer's /
Organization's Name

Designation

Business Address

Net Monthly Income

Credit Facility from any Financial Institute

I shall notify the Bank immediately of any changes to any of the information stated above.

1) Did you ever apply for credit facility earlier in your name or spouse with The City Bank Limited? If yes, please give details:

2) Do you maintain any account facility with The City Bank Limited? If yes, what is the account number?

3) Did you stand as guarantor against any credit facility of The City Bank Limited? If yes, please give details:

Guarantor's Signature
Date

Guarantor's Signature Verified by Applicant
Date