

Auto Loan

Drive Your Happiness



Name

Branch

Account Number

Growing Together...

CRG:

Sector Code:

Economic Purpose Code:

FA:

Rate of Interest:

Bankultimas Information:

Customer ID (Applicant):

Customer ID (Guarantor):

Group ID

Proposal ID:

Commitment ID:

Account Number:

Recommendation

Forwarded by

Designation Employee ID

Source /Branch

Signature

Recommended by Employee ID

Signature

Supported by Employee ID

Signature

For any query please call our contact center **16325**.
From oversease call 09611016325.



Corporate Office
SafuraTower (Level-11), 20 Kemal Ataturk Avenue
Banani, Dhaka 1213, Bangladesh
Phone: +880 2 9883701-10, Fax: +880 2 8810998
www.lankabangla.com

Please attach
business card

Photograph of
Applicant(s)
(Self attested)

Auto Loan Application Form

(Please Complete in BLOCK Letters)

Date:

The Manager
LankaBangla Finance Limited.
_____ Branch

Dear Sir

I/we hereby apply for a Loan/Lease of BDT (In Number) _____

(In words) _____

Tenure 12 Months 24 Months 36 Months 48 Months 60 Months 72 Months

Vehicle Status Brand New Reconditioned Registered Vehicle Type

Personal Details

Applicant's Name

আবেদনকারীর নাম

Father's Name

পিতার নাম

Mother's Name

মাতার নাম

Date of Birth 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

Credit Card with LBFL VISA Number Limit (BDT)

(If any)

MasterCard Number Limit (BDT)

Spouse's Information Name

স্বামী/স্ত্রীর তথ্য নাম

Profession Phone

Mobile E-mail

First Applicant's Signature

Date:

Contact Details

Residence Address	<input type="text"/>		
	<input type="text"/>		
আবাসস্থলের ঠিকানা	<input type="text"/>		
	<input type="text"/>		
Residential Status	<input type="checkbox"/> Own	<input type="checkbox"/> Rented	<input type="checkbox"/> Family Owned <input type="checkbox"/> Others <input type="text"/>
Rent Per Month (If Rented)	<input type="text"/>	Years in Current Address	<input type="text"/>
Permanent Address	<input type="text"/>		
	<input type="text"/>		
স্থায়ী ঠিকানা	<input type="text"/>		
	<input type="text"/>		
Contact Number	Residence <input type="text"/>	Mobile <input type="text"/>	
	Fax <input type="text"/>	E-mail <input type="text"/>	

Professional Information (For Service Holder)

Name of the Employer	<input type="text"/>		
Designation	<input type="text"/>	Department	<input type="text"/>
Office Address	<input type="text"/>		
	<input type="text"/>		
Employment Status	<input type="checkbox"/> Permanent	<input type="checkbox"/> Contractual	<input type="checkbox"/> Others (Please Mention) <input type="text"/>
Date of Joining	<input type="text" value="DD / MM / YYYY"/>	Office Phone	<input type="text"/>
Total Length of Service	<input type="text"/>	Previous Employer/Occupation	<input type="text"/>

Business Details (For Businesspersons)

Name of Organization	<input type="text"/>		
Designation	<input type="text"/>	Equity Share (%)	<input type="text"/>
Nature of Business	<input type="text"/>		
Main Product/Service	<input type="text"/>		
Office Address	<input type="text"/>		
	<input type="text"/>		
Legal Status of Business	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Ltd. <input type="checkbox"/> Public Ltd.
Date of Inception	<input type="text" value="DD / MM / YYYY"/>	Office Phone	<input type="text"/>
Office Premises Status	<input type="checkbox"/> Own	<input type="checkbox"/> Rented	Total Business Experience <input type="text"/>

First Applicant's Signature

Date:

Self-employment Details (For Professionals)

Profession Doctor Engineer Consultant Others

Name of Organization

Address

Number of Consultancy Daily Weekly Monthly Others

Phone Mobile

Land Lord/ Land Lady

Type of Rented Premise Commercial Residential Number of floors rented

Address of Rented Out Premises

Rented Area in Sft (Appx)

Phone Mobile

Assets & Liabilities Statement

Assets	Details	Amount (BDT)
Cash		
In Hand		_____
At Bank	Name of Bank _____	_____
Fixed Deposits	Name of Bank _____	_____
Investment		
Bond/Savings Certificate	Type _____	_____
	Name _____	_____
	Name _____	_____
Share Portfolio	Name of Brokerage House- _____	_____
Land & Building		
Agricultural	Area & Location _____	_____
	Details _____	
Non-Agricultural	Area & Location _____	_____
	Details _____	
Building	Area & Location _____	_____
	Details _____	
Vehicles		_____
Others (Please describe)		_____
Total Assets		_____

First Applicant's Signature

Date:

Liabilities	Details	Installment Amount	Amount (BDT)
Personal Loan/Consumer Credit	<input type="text"/>	<input type="text"/>	<input type="text"/>
Housing Loan	<input type="text"/>	<input type="text"/>	<input type="text"/>
Car Loan	<input type="text"/>	<input type="text"/>	<input type="text"/>
Credit Card	<input type="text"/>	<input type="text"/>	<input type="text"/>
Others (Please describe)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total		<input type="text"/>	<input type="text"/>

Note: Please attach additional sheet if required

Note: Total Net Worth (Total Asset - Total Liabilities)

Vehicle Details

Type of Vehicle Status Brand New Re-conditioned Registered

Brand Mfg. Year Engine Capacity

Model Model Year

Engine No. Chassis No.

Vehicle Price (BDT) Current Mkt. Price (Reg.)

Vendor/Dealer Name

Contract Person Mobile No.

Address

Phone No. Mobile No.

First Applicant's Signature

Date:

Financial Information

Monthly Income	Amount (BDT)	Type of Expenses	Amount (BDT)
Primary Applicant			
Profit	<input type="text"/>	Loan Repayment	
Salary	<input type="text"/>	Others Expenses	<input type="text"/>
Rent	<input type="text"/>		
Interest	<input type="text"/>		
Others Income	<input type="text"/>		
Total Income	<input type="text"/>	Total Expenses	<input type="text"/>

References:

Reference-1

Name :

Relationship :

Occupation : Service Self employed Business Others

Name of Organization :

Designation :

Work Address :

Residence Address :

Contact Details : Residence :
Office :
Mobile :

Declaration

I/We do hereby certify and affirm 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 understand this application remains the property of LankaBangla Finance Limited (LBFL) whether the lease/loan facility is granted or not and LBFL reserves the right to approve or reject the application at the sole discretion of LBFL, with out stating any reasons therefore.

First Applicant's Signature

Date:

UNDERTAKING

Annexure 'Ka'

Date: _____

The Manager
LankaBangla Finance Limited
Safura Tower (Level - 8)
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 Name : _____
(if applicable)

Permanent Address : _____

Present Address : _____

Business/Office : _____

Address : _____

National ID No : _____ Issue Date: _____

Contact No : _____

Tin No : _____

Date Of Birth : _____ Place of Birth: _____

am applying in my own name/in the name of an organization under my ownership for sanction/renewal/rescheduling of Home /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		No
				Name of Bank/ Financial Institution	Name of Branch	

Please attach separate sheet, if required

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

Attested by

Signature : _____ **Signature** : _____

Name : _____ **Name** : _____

Seal : _____ **Name of Borrowing**

Date : _____ **Enterprise** : _____

Date : _____ **Date** : _____

Business Card

Photograph
(Self attested &
Attested by the
Primary applicant)

Personal Guarantor's/Joint Applicant's Details

Guarantor Joint Applicant

Declaration: I hereby inform you that I intend to stand as a guarantor/ Joint Applicant in connection with a lease/ 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	<input type="text"/>		
নাম	<input type="text"/>		
Father's Name	<input type="text"/>		
পিতার নাম	<input type="text"/>		
Mother's Name	<input type="text"/>		
মাতার নাম	<input type="text"/>		
Date of Birth	<input type="text" value="DD"/> / <input type="text" value="MM"/> / <input type="text" value="YYYY"/>	Place of Birth	<input type="text"/>
		Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widow <input type="checkbox"/> Others	<input type="text"/>	
Highest Education Level	<input type="checkbox"/> SSC <input type="checkbox"/> HSC <input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Others	<input type="text"/>	
Professional Status	<input type="checkbox"/> Salaried <input type="checkbox"/> Businessman <input type="checkbox"/> Professional <input type="checkbox"/> Land Lord		
Nationality	<input type="text" value="Bangladeshi"/>	Religion	<input type="text"/>
National ID No.	<input type="text"/>	e-TIN	<input type="text"/>
Birth Registration Certificate No.	<input type="text"/>	Residence Status	<input type="checkbox"/> Resident <input type="checkbox"/> Non Resident
Other Photo ID Type & No.	<input type="text"/>	Number of Dependent	<input type="text"/>
Credit Card with LBFL (If any)	<input type="checkbox"/> VISA Number <input type="text"/>	Limit (BDT)	<input type="text"/>
	<input type="checkbox"/> MasterCard Number <input type="text"/>	Limit (BDT)	<input type="text"/>
Spouse's Information	Name	<input type="text"/>	
স্বামী/স্ত্রীর তথ্য	নাম	<input type="text"/>	
	Profession	<input type="text"/>	Phone <input type="text"/>
	Mobile	<input type="text"/>	E-mail <input type="text"/>

Guarantor's/Joint Applicant's Signature

Date:

Contact Details

Residence Address	<input type="text"/>		
	<input type="text"/>		
আবাসস্থলের ঠিকানা	<input type="text"/>		
	<input type="text"/>		
Residential Status	<input type="checkbox"/> Own	<input type="checkbox"/> Rented	<input type="checkbox"/> Family Owned <input type="checkbox"/> Others <input type="text"/>
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Permanent Address	<input type="text"/>		
	<input type="text"/>		
স্থায়ী ঠিকানা	<input type="text"/>		
	<input type="text"/>		
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	Fax <input type="text"/>	E-mail <input type="text"/>	

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	<input type="text"/>		
Employment Status	<input type="checkbox"/> Permanent	<input type="checkbox"/> Contractual	<input type="checkbox"/> Others (Please Mention) <input type="text"/>
Date of Joining	<input type="text" value="DD / MM / YYYY"/>	Office Phone	<input type="text"/>
Total Length of Service	<input type="text"/>	Previous Employer/Occupation	<input type="text"/>

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	<input type="text"/>		
Legal Status of Business	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Ltd. <input type="checkbox"/> Public Ltd.
Date of Inception	<input type="text" value="DD / MM / YYYY"/>	Office Phone	<input type="text"/>
Office Premises Status	<input type="checkbox"/> Own	<input type="checkbox"/> Rented	Total Business Experience <input type="text"/>

Guarantor's/Joint Applicant's Signature

Date:

Self-employment Details (For Professionals)

Profession Doctor Engineer Consultant Others

Name of Organization

Address

Number of Consultancy Daily Weekly Monthly Others

Phone Mobile

Land Lord/ Land Lady

Type of Rented Premise Commercial Residential Number of floors rented

Address of Rented Out Premises

Rented Area in Sft (Appx)

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Cash		
In Hand		_____
At Bank	Name of Bank _____	_____
Fixed Deposits	Name of Bank _____	_____
Investment		
Bond/Savings Certificate	Type _____ Name _____ Name _____	_____ _____ _____
Share Portfolio	Name of Brokerage House-	_____
Land & Building		
Agricultural	Area & Location _____ Details _____	_____
Non-Agricultural	Area & Location _____ Details _____	_____
Building	Area & Location _____ Details _____	_____
Vehicles		_____
Others (Please describe)		_____
Total Assets		_____

Guarantor's/Joint Applicant's Signature

Date:

Liabilities	Details	Installment Amount	Amount (BDT)
Personal Loan/Consumer Credit	<input type="text"/>	<input type="text"/>	<input type="text"/>
Housing Loan	<input type="text"/>	<input type="text"/>	<input type="text"/>
Car Loan	<input type="text"/>	<input type="text"/>	<input type="text"/>
Credit Card	<input type="text"/>	<input type="text"/>	<input type="text"/>
Others (Please describe)	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Total	<input type="text"/>	<input type="text"/>

Note: Please attach additional sheet if required

Note: Total Net Worth (Total Asset - Total Liabilities)

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

Financial Information

Monthly Income	Amount (BDT)	Type of Expenses	Amount (BDT)
Joint Applicant			
Profit	<input type="text"/>	Loan Repayment	<input type="text"/>
Salary	<input type="text"/>	Others Expenses	<input type="text"/>
Rent	<input type="text"/>		
Interest	<input type="text"/>		
Others Income	<input type="text"/>		
Total Income	<input type="text"/>	Total Expenses	<input type="text"/>

Declaration

I/We do hereby certify and affirm 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 understand this application remains the property of LankaBangla Finance Limited (LBFL) whether the lease/loan facility is granted or not and LBFL reserves the right to approve or reject the application at the sole discretion of LBFL, with out stating any reasons therefore.

Guarantor's/Joint Applicant's Signature

Date:

UNDERTAKING

Annexure 'Ka'

Date: _____

The Manager
LankaBangla Finance Limited
Safura Tower (Level - 8)
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 Name : _____
(if applicable)

Permanent Address : _____

Present Address : _____

Business/Office : _____

Address

National ID No : _____ Issue Date: _____

Contact No : _____

Tin No : _____

Date Of Birth : _____ Place of Birth: _____

am applying in my own name/in the name of an organization under my ownership for sanction/renewal/rescheduling of Home /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		No
				Name of Bank/ Financial Institution	Name of Branch	

Please attach separate sheet, if required

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

Attested by

Signature :

Name :

Seal :

Date :

Signature :

Name :

Name of Borrowing

Enterprise :

Date :

Credit Facility Approval Sheet

(For use by LBFL officials only)

First Applicant's Name :

Second Applicant's Name (if any):.....

1. Branch official /Sales person/ other Name :..... Signature

Designation : Employee ID

Comment (if any) :

2. Recommended by (Branch official /Sales person/ other): Name.....Signature.....

Designation : Employee ID

Comment (if any)

3. Facility Schedule :

Facility type	Interest Rate	Present Balance	Present Limit	Proposed Limit	Total	Repayment Arrangement
Total BDT						

Other liabilities as Guarantor for BDT

4. Security Schedule :

Security Type	Issuing office	Face Value (BDT)	Extended Value (BDT)	Issue Date	Lien Marked (Y/N)
Total BDT					

5. Proposal Summary :

Facility Amount :

Substantiated Monthly Income :

Monthly Rental Amount:

Debt Burden Ratio :

Loan Security Ratio :

6. Supported by (also comment if any) :

7. Approval (Under seal & name)

Signature & Date

Signature & Date

Signature & Date

Notes

Loan Amount:

Processing Fee:

Loan to Cost Ratio:

Documentation Fee:

Vehicle Verification:

Verified from: Name

Contact No.

Verified Price

Price Verified by

Signature & Date:

LEASE FACILITY AGREEMENT
Agreement No.

This **LEASE FACILITY AGREEMENT** is made and entered into on _____

BY AND BETWEEN

LESSOR: **LANKABANGLA FINANCE LIMITED**, Safura Tower (Level 11), 20, Kemal Ataturk Avenue, Banani, Dhaka- 1213

LESSEE: _____

WHEREAS, the Lessee wishes to lease from the Lessor and the Lessor is willing to lease to the Lessee the vehicle(s) described in the Schedule attached hereto [the Vehicle(s)] under the terms and conditions set forth hereunder.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE-1. VEHICLE(S)

- 1.1 The Lessor hereby leases to the Lessee and the Lessee hereby agrees to take on lease from the Lessor the Vehicle(s) as described in Schedule hereto.
- 1.2 The Lessee shall be a mere bailee of the Vehicle(s) and no interest in the Vehicle(s) shall pass to the Lessee, except as specifically stipulated herein.

ARTICLE-2. LEASE TERM

- 2.1 The Lease shall commence from the date of the signing of this Agreement and shall continue for the period specified in the Schedule hereof (hereinafter referred to as the "Lease Term").
- 2.2 This Agreement cannot be cancelled or terminated by the Lessee from the date of signing until fulfillment of all obligations under this Agreement to the absolute satisfaction of the Lessor.

ARTICLE-3. ACQUISITION COST

The Acquisition Cost of the Vehicle(s) shall be the aggregate amount of purchase price being the amount set forth in the Schedule.

ARTICLE-4. THE LEASE

- 4.1 The Lessee shall be solely responsible for taking all steps required for acquisition of the Vehicle(s), including and not limited to:
 - i) Contact and negotiate with the dealers/supplier(s) of the Vehicle(s);
 - ii) Procure necessary documents in order to effect the acquisition of the Vehicle(s);
 - iii) obtain necessary permission/clearance to procure the Vehicle(s) ;
- 4.2 That upon receipt of the Vehicle(s) the Lessee shall execute Certificate of Lease Execution with regard to the Vehicle(s) in accordance to the terms set forth hereunder.
- 4.3 The Lessee shall only be authorised to use the Vehicle(s) from the date when the Lessee issues and forwards to the Lessor the duly executed Certificate of Lease Execution in form and substance approved by the Lessor.

ARTICLE -5. PAYMENT OF RENTALS

- 5.1 The Lessee shall pay to the Lessor, for and in consideration of the lease of the Vehicle(s), lease rentals, specified in Schedule (hereinafter referred to as "Rentals").

The Rental payment dates shall be determined upon the date of the Certificate of Lease Execution. The parties hereto agree that payment schedule of the Rentals shall be determined by the Lessor upon the date of the Certificate of Lease Execution and shall be provided to the Lessee in writing on the same date. Balance outstanding, if any shall be paid with the last installment.

- 5.2 On the Execution Date as specified hereinafter the Lessee shall:
 - a) issue _____ (_____) cheques payable to the Lessor with due dates and amounts corresponding to the Rentals of each months/quarter/period of the Lease ("Current Cheque"), and,
 - b) issue a cheque payable to the Lessor with date, for the amount of the aggregate rentals payable during the term of the Lease

5.3 Time shall be of the essence of this Agreement. Payments dispatched by post shall be so dispatched at the risk of the Lessee.

ARTICLE-6 ADVANCE RENTAL

6.1 In order to secure the performance of this Agreement, the Lessee shall pay Advance Rental as specified in the Schedule to the Lessor upon signing of this Agreement.

6.2 Upon the occurrence of any of the events specified in the Article 20, the Lessor may, without notice to or the consent of the Lessee, apply the Advance Rental to the payment of all or any other sums due from Lessee to Lessor in the order of application to payments as the Lessor may determine.

ARTICLE-7. INSURANCE

7.1 The Lessee shall obtain and maintain insurance policy on the Vehicle(s) for the entire Lease Term in Lessor's name for the amount, coverage and insurer specified in Schedule.

7.2 The Lessee, further declares and undertakes to renew the insurance policies obtained for the Vehicle(s) for such period until all its outstanding under the Lease Agreement is fully adjusted with the Lessor.

7.3 The Lessee shall indemnify the Lessor for any loss suffered by the same for non-fulfillment of its obligation hereunder.

ARTICLE-8. JOINT SURETY/SURETIES

8.1 Joint Surety/Sureties as described in Schedule shall guarantee jointly and severally with the Lessee and/or other Surety/Sureties the performance of all obligations of the Lessee hereunder and shall execute personal guarantees in favour of the Lessor.

8.2 If any of the events specified in Article 20 shall occur to the Joint Surety/Sureties the Lessor may demand to change the Joint Surety/Sureties or demand proper security. In such event the Lessee shall promptly change the Joint Surety/Sureties or at the Lessee's expense and provide the Lessor with such security in form and substance satisfactory to the Lessor.

ARTICLE-9. SECURITY

9.1 In order to secure the performance of all obligations of the Lessee hereunder the Lessee shall provide the Lessor with security in form and substance satisfactory to the Lessor now or in the future as may be requested by the Lessor at the Lessee's expense, including the securities specified in Schedule.

9.2 In case the Lessor and the Lessee agree and enter into other transactions the security shall be applied collaterally for all the transactions including this Agreement. Their order of application shall be at the sole discretion of the Lessor.

ARTICLE-10. RENEWAL OF LEASE

10.1 In the event that the Lessee shall (not less than two months prior to the expiration of the Lease Term) make a written request to the Lessor for renewal of this lease the Lessor may at its own discretion continue to lease the Vehicle(s) to the Lessee on the same terms and conditions contained herein (except for this provision for a renewal) provided however that:

- (a) the period of the renewed lease shall be _____ months unless otherwise agreed upon between the parties hereto in writing;
- (b) the rent payable shall be as laid down in item 12 of the Schedule (hereinafter referred to as the Renewal Rental); and
- (c) the stipulated loss value shall be as that laid down in item 10 of the Schedule.

ARTICLE-11. RETURN AND TRANSFER OF VEHICLE(S)

11.1 Immediately upon expiry of the Lease, the Lessee shall forthwith at the Lessee's own expense return the Vehicle(s) to the place designated by the Lessor, unless the Lessee applies for the renewal of the lease as per the foregoing Article.

11.2 In the event that the Lessee delays in return of the Vehicle(s), the Lessee shall continue to pay to the Lessor the Rentals or the Renewal Rentals until the final confirmation by the Lessor of return of the Vehicle(s) . The Agreement shall remain effective until such confirmation is given.

11.3 The Lessee shall have the right to acquire the Vehicle(s) upon payment of all liabilities under this Agreement and upon payment of the transfer fee as specified in Schedule. Upon expiry of the Lease Term, the Lessor shall transfer the ownership of the Vehicle(s) to the Lessee and collect the transfer fee subject to the terms of this Agreement.

ARTICLE-12. ACQUISITION OF VEHICLE(S)

- 12.1 The Lessee shall be solely responsible for all procedures required for the acquisition of the Vehicle(s) such as ordering, obtaining approvals for importing, customs clearance, etc. This shall be done in such a way that the Lessor's ownership of the Vehicle(s) shall be expressed and clear.
- 12.2 The Lessee shall undertake the primary procedures required to purchase the Vehicle(s) immediately after the signing of this Agreement and shall complete all the procedures within the dates specified in the Schedule.
- 12.3 All documentation with regard to the ownership of the Vehicle(s) shall clearly express and establish the title of the Lessor to the Vehicle(s). The Vehicle(s) shall be registered with Bangladesh Road Transport Authority in the name of the Lessor and all other permits, registration and licences for the said Vehicle(s) shall be made in the name of the Lessor.

ARTICLE-13. ACCEPTANCE OF THE VEHICLE(S) AND LEASE EXECUTION

Upon arrival of the Vehicle(s) or upon delivery of the Vehicle(s) from the supplier, the Lessee shall without delay accept the Vehicle(s) and shall simultaneously issue and forward to the Lessor a certificate of acceptance and lease execution (herein referred to as the Certificate of Lease Execution), provided that in any case the Certificate of Lease Execution shall be issued within the time specified in Schedule (herein referred to as the Lease Execution Date).

ARTICLE-14. DELAY IN DELIVERY AND DEFECT IN VEHICLE(S)

- 14.1 The Lessee acknowledges that the Lessee has selected the Vehicle(s) as well as supplier(s) as specified in the Schedule (hereinafter referred to as Supplier) and that the Lessee has solely determined with the supplier(s) all the features and specifications of the Vehicle(s). Hence the Lessee shall be responsible for any loss or damage suffered by the Lessee or the Lessor arising out of the delayed delivery or defects (including potential defects) in the Vehicle(s) and shall settle them with the Supplier(s).
- 14.2 The Lessor may assign to the Lessee, for the sole purpose of making and prosecuting any claim, all of the rights which the Lessor has against the Supplier(s) for the breach of warranty or other representation in respect to the Vehicle(s).
- 14.3 Notwithstanding the defects or any other reason the Lessee shall not refuse to issue and forward the Certificate of Lease Execution specified herein.

ARTICLE-15. POSSESSION, USE & MAINTENANCE OF THE VEHICLE(S)

- 15.1 The Lessee shall keep the Vehicle(s) at all times in his possession and control and the Lessee shall exercise due and reasonable care of the Vehicle(s) as a bonafide custodian in taking his/her/its custody and using the Vehicle(s) and will cause the Vehicle(s) to be operated in accordance with applicable manufacturers manuals or instructions and in compliance of all laws, regulations, ordinances and instructions of any governmental authorities.
- 15.2 Any loss or damage to third parties arising from the Lessee's use, operation and maintenance of the Vehicle(s) shall be borne solely by the Lessee.
- 15.3 The Lessee shall keep the Vehicle(s) in good operating condition subject to reasonable wear and tear and replace all missing, damaged or broken parts thereof with parts of equal quality and value and shall perform any and all maintenance and repair of the Vehicle(s) at the Lessee's own cost and expense.
- 15.4 The Lessee shall not modify the features, performance and specifications of the Vehicle(s) without prior written consent of the Lessor. Any modifications even with the Lessor's prior written consent shall be at the Lessee's own risk, responsibility and expenses.
- 15.5 If the original state of the Vehicle(s) is altered by the Lessee with the Lessor's prior written consent, all accessories, parts and replacements for or which are added to or become attached thereto shall become the Lessor's Vehicle(s) .
- 15.6 In the event the Lessor decides to repossess the Vehicle(s), the Lessee shall return the Vehicle(s) to the Lessor or its agent/representative immediately. The Lessee shall unconditionally abide by and comply with all request from the Lessor in the process of repossession of the Vehicle(s) and hereby authorizes the Lessor or its agent to enter into its office, factory, shop or premises where the Vehicle(s) is located and shall provide necessary access, infrastructure and other logistic support in doing so. The cost of repossession shall be borne by the Lessee. In order to take out the Vehicle(s) , the Lessee shall arrange the required access, if needed, by restricting or breaking the doors and/or walls of the premises where the Vehicle(s) will be located and at the same time the Lessee authorize the Lessor or its representative to do so without further reference to the Lessee.

ARTICLE-16. PROHIBITION AGAINST TRANSFER

- 16.1 The Lessee shall not assign, transfer, hypothecate or otherwise dispose of or encumber the Vehicle(s) or sublet or lend the Vehicle(s) to any third party or create or allow to be created any lien/charge on the Vehicle(s) whether for repairs or otherwise

and in event of any breach of this sub-clause by the Lessee the Lessor shall be entitled (but shall not be bound) to pay to any third party such sum as is necessary for release of the Vehicle(s) from any such encumbrance and to recover such sum from the Lessee forthwith.

ARTICLE-17. INSPECTION

17.1 For the purpose of inspecting the status, operations and custody of the Vehicle(s) , the Lessor or its agents have the right at all reasonable times to enter into the office, factory, shop or the premises where the Vehicle(s) is located.

ARTICLE-18. LOSS OR DAMAGE

- 18.1 The Lessee shall be solely responsible for any loss, damage or impairment caused to the Vehicle(s) irrespective of the cause of the loss or damage, including Act of God.
- 18.2 In case of damage which does not result in the total destruction of the Vehicle(s) , the Lessee shall repair the Vehicle(s) at the Lessee's expense and this Agreement at all times shall continue in effect without modification, including the Lessee's obligation to pay rentals when due. However, in the event that it is impossible to restore the Vehicle(s) in good repaired condition and working order, the Lessee may request the Lessor to terminate this Agreement with the payment of damages mentioned in Article 22.
- 18.3 In the event that the Vehicle(s) is totally destroyed or irreparably damaged, the Agreement shall be deemed terminated and the Lessee shall immediately pay to the Lessor damages mentioned in Article 22.
- 18.4 In the event of termination as per foregoing Articles and upon the payment of such damages mentioned in Article 22 and any debts or obligation of the Lessee to the Lessor, the Lessor shall transfer the Lessor's right, title of the Vehicle(s) to the Lessee and/or to any third party (ies) relating to the Vehicle(s) at the request of the Lessor.

ARTICLE-19. INSURANCE PROCEEDS

- 19.1 Upon the occurrence of an event for which an insurance claim may be lodged, the Lessee shall immediately notify the Lessor and shall deliver to the Lessor without delay all documents necessary for receipt of insurance proceeds. The Lessee shall also extend the Lessee's positive co-operation for the receipt of insurance proceeds.
- 19.2 In the event that the Lessee fulfils the obligation under the foregoing Article the Lessor shall use the insurance proceeds in any order or priority at its sole option in:
- (a) the payment of either repairing or replacing the Vehicle(s) .
 - (b) the payment of the damages mentioned in the Article 22 and/or the payment of any debts or obligations of the Lessee to the Lessor.
 - (c) compensating damages incurred to any third party due to the occurrence of the insured event.

ARTICLE-20. EVENT OF DEFAULT

If any of the following events ("Events of Default") shall occur, and shall not have been remedied to the satisfaction of the Lessor, the Lease shall be in default:

- (a) The Lessee fails to pay any amount due under this Agreement;
- (b) The Lessee defaults in the performance or observance of any of the Lessee's obligations under this Agreement and such default remains un-remedied for 15 days after written notice thereof has been given to the Lessee;
- (c) Any cheque issued by the Lessee is dishonoured for any reason whatsoever;
- (d) The refusal, revocation, suspension or cancellation of any approval, authorisation, licence or registration in connection with the use of the Vehicle(s) ;
- (e) The Lessee has suspended or closed the Lessee's business or resolved to dissolve itself (applicable only for corporate lessee);
- (f) Procedures for any levy, preservative action or compulsory execution based on tax obligation or other obligations are commenced against the Lessee;
- (g) An application has been filed for attachment, execution, auction, bankruptcy, winding up, composition or reorganisation of the Lessee (as applicable); and
- (h) If the Lessor determines at the Lessor's sole discretion that the Lessee is in a situation where it will be difficult to perform or comply with one or more of the Lessee's obligations under this Agreement.
- (i) The LESSEE suffers an adverse material change in its financial condition or any extraordinary situation arises which in the opinion of the LESSOR may it improbable that the LESSEE will be able to perform its obligation under the lease created by the LEASE AGREEMENT and in this respect the opinion of the LESSOR shall be conclusive and binding on the LESSEE.
- (j) If the Vehicle(s) is lost for any reason whatsoever
- (k) there is any change in the directives of the Government of Bangladesh, which, in the reasonable opinion of the Lessor, would prejudice the Lessee's ability to meet its financial obligations in respect of this Agreement;
- (l) the Lessee fails to execute the Certificate of Lease Execution under this Agreement

- (m) a trustee, administrator, receiver or similar officer is appointed in respect of all or any part of the business or assets of the Lessee or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within seven (7) days or any Encumbrance which may for the time being affect any of its assets becomes enforceable;

ARTICLE-21. REMEDIES OF THE LESSOR

21.1 Upon the occurrence of any Event of Default the Lessor may exercise one or more of the following remedies at the Lessor's sole discretion:

- (a) Terminate this Lease Agreement and declare all unpaid rentals under this Lease to be immediately due and demand payment thereof;
- (b) Prohibit the Lessee from using the Vehicle(s) and depute guard to ensure the suspension of operation; and/or
- (c) Repossess the Vehicle(s) and for this purpose enter into any premises of the Lessee and remove the Vehicle(s) without any prior notice and the Lessee shall be liable for all expenses incurred for removal of the Vehicle(s).

ARTICLE-22. LESSEE'S OBLIGATION UPON TERMINATION

22.1 In the event that this Agreement is terminated the Lessee shall forthwith return the Vehicle(s) to the Lessor and simultaneously shall pay to the Lessor the followings:

- (a) If the Agreement is terminated after Lease Execution Date the Lessee shall pay to the Lessor damages in accordance with the provision of Article 23 hereunder.
- (b) If the Agreement is terminated before the Lease Execution Date the Lessee shall pay to the Lessor the initial Stipulated Loss Value of the first year of the Lease calculated on the basis of acquisition cost of the Vehicle(s).

22.2 In the event that the Lessee sincerely returns the Vehicle(s) and the Lessor sells the Vehicle(s), the Lessor may offset any balance, determined by deducting all expenses for the sale from the sale proceeds against the amount of the foregoing Article.

ARTICLE-23. DAMAGES

23.1 Damages shall be made up of the aggregate amount of the Stipulated Loss Value, all sums of the Lessee's debts to the Lessor relating to this Agreement including unpaid Rentals and delinquent charges on such sum at the rate specified in Schedule. The Stipulated Loss Value of the Vehicle(s) shall be the amount specified in Schedule.

ARTICLE-24. DELINQUENT CHARGE

24.1.1 For any delay in making payment, the Lessee shall pay delinquent charges for the delayed period on the amount at the rate specified in Schedule.

ARTICLE-25. COVENANTS BY THE LESSEE

25.1 The LESSEE of his own free will and irrevocably agrees and declares that the Rental set out in this Agreement and the rate of interest set out in herein are reasonable and in accordance with the rent and rates of the interest prevailing in the market on the date of the lease created by the LEASE AGREEMENT. The LESSEE further declares and acknowledges that the LESSOR entered into the lease created by the LEASE AGREEMENT at the express request and instance of the LESSEE and that the LESSEE confirms that the provisions of the lease created by the LEASE AGREEMENT are fairly equitable and in accordance with prevailing market practices.

25.2 The LESSEE hereby acknowledges and declares that the Vehicle(s) is and shall at all times remain the sole and exclusive Vehicle(s) of the LESSOR until transfer of the same in terms of this Agreement and that the LESSEE shall have on right title or interest to or in the VEHICLE(S) except as expressly set forth in lease created by the LEASE AGREEMENT nor any right option or other entitlement or privilege of any nature whatsoever to claim or acquire title to the VEHICLE(S) by completing payment of the RENTS due under or the fulfilment of any condition contained in the lease created by the LEASE AGREEMENT or otherwise and that no rights in the Vehicle(s) shall pass to the LESSEE at any time under and by virtue of the terms and conditions of the lease created by the LEASE AGREEMENT.

25.3 Without the written consent of the LESSOR first had and obtained the LESSEE shall not make any additions improvements or alterations to the VEHICLE(S) or charges of the working order function or quality thereof.

24.3 If the LESSEE does make any alterations or additions to or improves the VEHICLE(S) without the consent of the LESSOR as aforesaid the LESSEE shall immediately upon being required to do so by the LESSOR remove the same at the LESSEE'S cost and expense making good any damage.

24.4 Any additions, improvements or alterations made to the VEHICLE(S) (whether or not with the LESSOR'S consent) shall be deemed to form a part of the VEHICLE(S) and shall belong to the LESSOR without the lessor being liable to pay any compensation therefor.

24.5 During the continuance of this agreement the Lessee;

- (a) being a company incorporated under the relevant companies Act, there can be no change of Directors of the Lessee without prior written consent of the Lessor and the Directors shall give such an undertaking to the Lessor;
- (b) being a partnership concern or a consortium, there can be no change of partners without the prior written consent of the Lessor;
- (c) being a proprietorship firm, the ownership of the firm cannot be changed without the prior written consent of the Lessor.

ARTICLE 25-MISCELLANEOUS

- 25.1 Transfer: All the rights of the Lessor herein may be pledged, transferred or assigned by the Lessor to any third party (ies) on condition that the Lessor shall not violate any of the Lessee's right to use the Vehicle(s) or interest therein under this Agreement and the Lessee shall deliver letter of consent promptly upon any request of the Lessor, if the Lessor prefers to have such request in writing.
- 25.2 Report on condition of Vehicle(s): At any time upon the Lessor's request the Lessee shall report on the condition of the use and possession of the Vehicle(s) and the situation of compliance with all laws and regulations concerning the use and operation of the Vehicle(s). If any of the following events shall occur the Lessee shall give notice to the Lessor in writing without delay:
- (a) The Vehicle(s) is totally destroyed or damaged.
 - (b) Any change in the name representative(s) and/or address of the Lessee and/or Joint Surety(s).
 - (c) The business line of the Lessee or the Joint Surety(s) undergoes a significant or material change (applicable only for corporate Lessee).
 - (d) Any events specified in Article 20 shall or may occur to the Lessee and/or the Joint Surety(s)
- 25.3 Waiver and Variation: The rights of the Lessor shall not be prejudiced or restricted by any indulgence or forbearance extended to the Lessee and no such waiver by the Lessor in respect of any breach shall operate as a waiver in respect of any subsequent breach. This Agreement shall not be varied unless such variation shall be expressly agreed in writing by the Lessor.
- 25.4 Severability: In the event any term, condition or provision of this Agreement is held to be a violation of any applicable law, Statute or Regulation, the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement.
- 25.5 Assignment: The rights and benefits under this Agreement cannot be assigned to any other person or organization without prior written consent of the Lessor.
- 25.6 Set Off: The Lessee authorizes the Lessor to apply any credit balance to which the Lessee is entitled on any account of the Lessee with Lessor in satisfaction of any sum due and payable from the Lessee to Lessor hereunder but unpaid; for this purpose. The Lessor shall not be obliged to exercise any right given to it by this Clause.
- 25.7 Governing Law: The lease created by the LEASE AGREEMENT shall be governed by the laws of the Peoples Republic of Bangladesh.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate as on the day and year first written above.

For and on behalf of the Lessor

For and on behalf of the Lessee

Signed by :
Name :
Designation :

Signed by :
Name :
Designation :

In witness thereof:

Name:
Address:

Name:
Address

SCHEDULE

Additional terms and Conditions:

1. Description of the Vehicle(s):

Description of The Vehicle(s)		Acquisition Cost
Details of the Vehicle(s) is as follows:		
Price	:	
Brand, Model	:	
Engine No.	:	
Chassis No.	:	
Capacity	:	
Color	:	
Supplier Name:	:	
Address:	:	
Place(s) where the Vehicle(s) will be kept		
Acquisition Cost		
Less Contribution		
Lease Finance (Agreed Value)		

2. Total Lease Amount (including incidental costs and financial expenses):

3. Lease Term: _____ (_____) months from the Execution Date.

4. Lease Rental per month: Tk. _____ (Taka _____) payable by _____ (_____) equal monthly installments. First installment being due on _____.

5. Delinquent Charges: _____.

6. Advance Rental:

7. PREPAID RENT: _____ COVERING THE LAST _____ MONTH/S

8. Special Covenants:

(a) Lessee shall obtain comprehensive insurance at its own close for the Vehicle(s) covering Tk. _____ in the name of the Lessor at its own cost from _____. The insurance shall cover absolute interest for LESSOR.

(b) Lessee shall give prior information to the Lessor for availing any sorts of financial facility from other banks or financial institution.

(c) The Lessor reserves the right to alter/amend/cancel/call-up the Facility extended under this Agreement at any time without assigning any reason whatsoever.

(d) The rental/installment size shall be revised upward/downward in the event of any significant increase in the cost of fund at the discretion of the Lessor with or without delivering any notice to the Lessee.

9. Stipulated loss value (SLV):

1st Year

BDT

2nd Year

BDT

3rd Year

BDT

4th Year

BDT

5th Year

BDT

10. Stipulated loss value for renewed LEASE: Tk.

11. Initial Stipulated Loss Value:
12. Revised rental due to renewal:
13. Supplier:
14. Expected date of delivery of the Vehicle(s) by supplier:

15. **Execution/Lease Execution Date:**

16. List of the Security Documents

Sl.	Security	Instrument
1.	Deposition of a post dated cheque for Tk. _____ (Taka _____) with the Lessor.	Under the Lease Facility Agreement.
2.	Deposition of ____ Nos. post dated cheques each for Tk. _____ (Taka _____) with the Lessor.	Under the Lease Facility Agreement.
3.	Personal Guarantee	Letter of Guarantees executed by the following persons of the Lessee in favour of the Lessor guaranteeing the liabilities and obligations of the Lessee under the Lease Facility Agreement till adjustment of the liability. 1. _____ 2. _____ 3. _____ 4. _____
4.	Usual charge documents	Demand Promissory Note, Letter of Continuity, Authority to complete promissory note, cheques etc.
5		
6		
7		

CERTIFICATE OF LEASE EXECUTION

To

LANKABANGLA FINANCE LIMITED

Safura Tower (Level 11), 20, Kemal Ataturk Avenue

Banani, Dhaka- 1213

(hereinafter referred to as the 'Lessor')

Dear Sir,

Pursuant to the Lease Facility Agreement dated _____ executed between ourselves and the Lessor (the 'Lease

Facility Agreement'), I/we, _____, having address at

_____, do hereby certify as follows:

1. That I/we acknowledge that I/we have taken lease and delivery of the Vehicle(s) as described below and confirm that the same has been received by me/us / in complete form, order and substance kept at the site specified in Schedule of the Lease Facility Agreement.
2. That upon inspection I/we have unconditionally accepted the Vehicle(s) in terms of the Lease Facility Agreement on this date (Execution Date).
3. That I/we hereby undertake and confirm that I/we shall exercise due and reasonable care as a bona fide custodian with respect to the custody of the Vehicle(s) from the date hereof till adjustment of all our liability with the Lessor under the Lease Facility Agreement.
4. That the terms used in this certificate shall unless the context otherwise requires, have the same meaning given in the Lease Facility Agreement.

DESCRIPTION OF THE VEHICLE(S)

Description of The Vehicle(s)		Acquisition Cost
<u>Details of the Vehicle(s) is as follows:</u>		
Price	:	
Brand, Model	:	
Engine No.	:	
Chassis No.	:	
Capacity	:	
Color	:	
Supplier Name:	:	
Address:	:	
Year of Manufacture	:	

IN WITNESS WHEREOF I/we execute this Certificate of Lease Execution on the ____ day of _____.

Witnesses:

1.

Name:

2.

Designation:

LankaBangla Finance Limited
Demand Promissory Note

Date: _____

I/We
.....
..... promise to
pay to the LankaBangla Finance Limited (including its respective successors-in-interest, administrators and assigns)
or order, for value received the sum of Tk..... (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.

Name:
Address:

LETTER OF CONTINUATION

Date: _____

LANKABANGLA FINANCE LIMITED

Safura Tower (Level 11)
20, Kemal Ataturk Avenue
Banani, Dhaka 1213

(hereinafter referred to as the "Lessor" 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, _____

_____, beg to enclose a Demand Promissory Note dated on or about this Letter of Continuity for Tk. _____ (Taka _____) only (the 'Facility'), signed by me/us that is given to the Lessor as security for the payment of Facility granted to me/us pursuant to a Sanction Letter No. _____ dated _____ issued by the Lessor and duly accepted by me/us and Facility Agreement No. _____ dated _____ executed among the Lessor and me/us (collectively referred to as the 'Lease Agreement') and the said Promissory Note is to be a security to the Lessor for the payment of the ultimate balance or sum remaining unpaid on the 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 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 Lessor is at liberty to take such steps as it considers expedient in order to enforce payment of the Promissory Note at any time after its 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/our shall be liable to the Lessor 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 payment of Facility, and the limitation shall start from the date of default.

Yours faithfully,

Name:

Address:

AUTHORITY TO COMPLETE PROMISSORY NOTE, CHEQUE ETC.

LANKABANGLA FINANCE LIMITED

20, Kemal Ataturk Avenue
Safura Tower (11th Floor)
Banani, Dhaka 1213

Dear Sir:

In consideration of the Lease Agreement No. _____ dated _____ and any amendment thereto (hereinafter referred to as "Lease Agreement") entered into between **LankaBangla Finance Ltd.** and I/We

being the Borrower, will deliver to you promissory notes and/or Cheques pursuant to the terms of the Lease Agreement and its schedule duly executed me/us 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 Lease 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 Lease 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 Lease 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 Lease 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 Lease Agreement have been discharged.

This authority is made on this the _____ day _____, _____.

Name :
Designation :
Witness :

1.
Name :
Address :

2.
Name :
Address :

Letter of Disbursement

Date:

The Manager

LankaBangla Finance Limited (LBFL)

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 Auto Lease facility granted to me and handover the cheque of BDT only toas per sanction letter Ref. No dated

I would appreciate if you fix the rental date..... day of each month commencing from.....

I hereby also certify and indemnify to LBFL that I have nominated the following company as insurer for the said vehicle at my own risk and responsibility:

Looking forward of your early action in this regard.

Thank you.

Yours sincerely,

Name:

BEFORE NOTARY PUBLIC
IRREVOCABLE GENERAL POWER OF ATTORNEY

KNOW ALL MAN BY THESE PRESENTS THAT I/WE, _____,
son/daughter/wife of _____, residing at _____

do hereby declare and affirm that I/we have taken lease of the vehicle described in the Schedule herein below (hereinafter referred to as the Property) in favour of LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the laws of Bangladesh having its registered office at Safura Tower (Level 11), 20 Kemal Ataturk Avenue, Banani, Dhaka against a lease financing facility availed under Lease Agreement No. _____ dated _____ (hereinafter referred to as Lease Agreement) along with the rights amongst others, to sell the Property and in consideration thereof, do hereby nominate, make, constitute, ordain and appoint:

LANKABANGLA FINANCE LIMITED

Safura Tower (Level 11), 20 Kemal Ataturk Avenue
Banani, Dhaka-1213

(hereinafter referred to as the "Attorney"), acting through its any authorized signatory or signatories, to be the true and lawful attorney for and on behalf of and in my/our name(s), to do, execute and perform, or cause to be done, executed and performed, at any time or from time to time, all or any of the following acts, deeds, matters, things and authorities in the event I/we fail to comply with the terms and conditions of the said Lease Agreement with full powers of substitution and delegation:

To take possession, administration, management, and control of the Property or any part thereof either by itself or any third party or agency(ies) and to sell or dispose of the Property or any part thereof together or in parcel on account and at my/our risk, either privately or by public auction or by private contract on such terms and conditions as the Attorney shall think fit and proper, without any reference to me/us;

1. To realize and receive the sale proceeds and any other monies receivable in respect of the Property or any part thereof and apply the same towards adjustment of my/our liabilities with the Attorney (i.e. the Lender) either partly or wholly and to do, perform, sign and execute generally each and all other acts, deeds, matters and things, which the Attorney (i.e. Lender) may deem necessary and expedient, present those for registration and get the same registered or assigned (as the case may be) and to vest the Property or any part thereof in favour of any transferee, together with all rights of the owner in, or to the Property or any part thereof as if the same had been sold or transferred to the transferee by me/us as the owner.
2. To incur any expenditure on my/our behalf that may be necessary or incidental for taking over, management and control of the Property or any part thereof and for sale, charge or disposal thereof and to incur any liabilities on my/our behalf for the said purpose.
3. To advertise through newspapers or otherwise for auction of the Property or any part thereof, to arrange and effect the auction or sale to receive the bid money, and apply the same in meeting expenses and in liquidating my/our indebtedness to the Attorney (i.e. Lender).
4. To represent me/us before any authorities, BRTA, the Bangladesh Bank or any other person in connection with the transactions referred to herein above, and sign and execute on my/our behalf whatever instruments that may be necessary for obtaining the approval, if required, of such transactions by any authority or any other organization or institution for the purpose of completion of the sale of the Property.
5. To collect, receive and take in respect of the Property payment of any receivables or book debts or other moneys that may become payable to me/us from any person, firm, company or authority and upon receipt thereof to give and grant sufficient and effectual receipts or discharges for the same;
6. Without notice to me/us, to set off, transfer or apply all or any of the monies from time to time standing to the credit of any account in my/our name(s) towards the discharge and satisfaction of all sums of money which are, at the time, due or owing to Lender by me/us.
7. To negotiate for sale of the Property or any part thereof, settle the terms of sale, to sign, seal, execute and deliver all such contracts, agreements, sale deeds and/or other documents, and/or instruments of transfer with all necessary and reasonable covenants therein on our behalf, and generally upon such terms and conditions as the Attorney shall deem necessary or expedient.
8. To obtain any sanction or permission from any authority for sale or transfer of the Property .
9. From time to time to appoint any substitute or substitutes and to delegate to him or them all or any of the powers authorities or discretion vested in the Attorney under or by virtue of these presents (other than this power of sub delegation) and to remove any such substitute or substitutes at pleasure and appoint another or others in his or their place to do all such other acts, deeds, matters and things as may be necessary, usual, proper or expedient for the purposes hereof.

ফরম-টি টি ও

[মোটরযান বিধি ১৯৮৪ এর ৬৪ (১) বিধি]
মোটরযানের মালিকানা বদলির তথ্য

রেজিস্টারিং অথরিটি-----

আমি/আমরা-----

পিতা/স্বামী-----

ঠিকানা-----

এতদ্বারা জানাইতেছি যে, আমি/আমরা-----

আমার/আমাদের গাড়ী নং-----চেসিস নং-----

ইঞ্জিন নং-----

জনাব-----

পিতা/স্বামী-----

ঠিকানা-----

নমুনা স্বাক্ষর (১)-----

(২)-----

এর নিকট হস্তান্তর করিয়াছি এবং গাড়ীটির মালিকানা তাহার অনুকূলে বদলি করিবার জন্য অনুরোধ জানাইতেছি।

তারিখঃ-----

হস্তান্তরকারীর স্বাক্ষর

পূর্ণনামঃ-----

বিক্রি রশিদ

আমি/আমরা-----

পিতা/স্বামী-----

বর্তমান ঠিকানা-----

স্থায়ী ঠিকানা-----

আমার/ আমাদের ব্যবহৃত প্রাইভেট/পাবলিক গাড়ী-----

রেজিস্ট্রেশন নং-----

ইঞ্জিন নং----- চেসিস নং-----

জনাব/জনাবা-----

পিতা/স্বামী-----

বর্তমান ঠিকানা-----

স্থায়ী ঠিকানা-----

এর নিকট নগদ-----

টাকা মাত্র উল্লেখিত স্বাক্ষীগণের সম্মুখে বুঝিয়া পাইলাম।

স্বাক্ষী:

স্বাক্ষর:

১।

২।

৩।

Annexure-B

Client Acknowledgement Form

Table-A: (সম্পদ ভিত্তিক Product এর জন্য)

গ্রাহকের নাম:		
ঋণ/লিজ সুবিধার বিবরণ মঞ্জুরীকৃত ঋণ/লিজের পরিমাণ : ঋণ/লিজ গ্রহণের উদ্দেশ্য : Product এর ধরন :		
প্রশ্নসমূহ	মন্তব্য	
	প্রতিষ্ঠানের মন্তব্য	গ্রাহকের মন্তব্য
১. মোট কত টাকা বিতরণ করা হবে?		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
২(ক). ঋণ/লিজ সুবিধার সমুদয় অর্থ কি এককালীন বিতরণ করা হবে? ২(খ). যদি এককালীন বিতরণ করা না হয়, তবে কয়টি কিস্তিতে এবং কী পরিমাণ তা বিতরণ করা হবে?		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
৩. কত বছরে ঋণ/লিজ পরিশোধ করতে হবে? (পুন:তফসিলকৃত হিসাবের জন্য পুন:তফসিলিকরণের পর হতে)		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
৪(ক). ঋণ/লিজ পরিশোধের ক্ষেত্রে কোন Grace Period দেয়া হবে কি? ৪(খ). Grace Period দেয়া হলে, তা কত সময়ের জন্য?		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
৫. কিস্তির টাকা কিভাবে পরিশোধ করতে হবে (মাসিক/ত্রৈমাসিক/ষান্মাসিক ভিত্তিতে) ?		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
৬. প্রতিটি কিস্তির পরিমাণ কত হবে?		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
৭(ক). ঋণ/লিজ পরিশোধের মেয়াদকালে কিস্তির পরিমাণ একই থাকবে কিনা? ৭(খ). না থাকলে, গ্রাহককে সম্পূর্ণ পরিশোধ সূচি সম্পর্কে অবহিত করা হয়েছে কিনা?		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
৮(ক). সুদের হার সবসময় একই থাকবে কিনা? ৮(খ). একই থাকলে, সুদের হার কত হবে? ৮(গ). সুদহার পরিবর্তনীয় হলে, গ্রাহককে এ সম্পর্কে অবহিত করা হয়েছে কিনা?		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
৯(ক). বকেয়া ঋণের সাথে ভবিষ্যতে কোন ফি বা চার্জ আদায় করা হবে কিনা? ৯(খ). যদি কোন ফি বা চার্জ আদায় করা হয়, তবে কোন পরিস্থিতিতে এবং কি পরিমাণে তা আদায় করা হবে?		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
১০(ক). ঋণ/লিজ হিসাবটি মেয়াদপূর্তির পূর্বে সময় করা হলে কোন জরিমানা প্রদান করতে হবে কিনা? ১০(খ). যদি প্রদান করতে হয়, তবে তার পরিমাণ কত?		প্রতিষ্ঠানটির মন্তব্যের সাথে একমত
	তারিখসহ কর্মকর্তার স্বাক্ষর:	তারিখসহ গ্রাহকের স্বাক্ষর:

*পুন:তফসিলকৃত ঋণ/লিজ হিসাবের ক্ষেত্রে ১ ও ২ নং প্রযোজ্য নয়।

LankaBangla Finance Limited

Safura Tower (Level 11), 20, Kemal Ataturk Avenue, Banani, Dhaka-1213, Bangladesh

Phone : + 88 02 988 3701-10, Fax : + 88 02 881 0998, E-mail : info@lankabangla.com, www.lankabangla.com

LankaBangla Finance Limited
Clientele Acknowledgment Form (CAF)
(As per guideline of Bangladesh Bank)

Name of the Client:			
Description of Loan/Lease Facility			
Sanction Amount:			
Purpose of the Loan:			
Product Category:			
SL No.	Questions	Comments	
		FI's Comment	Client's Comment
1.	What is the total amount to be disbursed?		Agreed with the FI's comment.
2(a). 2(b).	Will it be disbursed at once? If not, how will be there many parts and mention the amounts in each disbursement?		Agreed with the FI's comment.
3.	What will be the tenure for repayment? (In case of rescheduled accounts, the tenure should be considered from the date of rescheduling)		Agreed with the FI's comment.
4(a). 4(b).	Is there any grace period allowed? If so, How long?		Agreed with the FI's comment.
5.	What will be the mode of repayment (monthly/quarterly/half-yearly)?		Agreed with the FI's comment.
6.	What will be the installment size?		Agreed with the FI's comment.
7(a). 7(b).	Whether the installment size will be same throughout the repayment tenure? If not, is the client fully informed about this repayment reschedule?		Agreed with the FI's comment.
8(a). 8(b). 8(c).	Whether the interest rate is fixed or flexible? If fixed, what will be rate? If flexible, is the client informed about it?		Agreed with the FI's comment.
9(a). 9(b).	Will there be any fees or other charges being added in future? If so, how much extra will the client have to pay and under what circumstances?		Agreed with the FI's comment.
10(a). 10(b).	Will there be any prepayment penalty if the client settles the loan/lease early? If so, how much the client will have to pay as early settlement fee?		Agreed with the FI's comment.
N.B.: For rescheduled accounts, questions number 1 and 2 of this CAF is not applicable.			

Official's Signature with Date

Client's Signature with Date

Client Feedback Form
Table-C: (সম্পদ ভিত্তিক Product এর জন্য)

গ্রাহকের নাম:		
ঋণ/লিজ সুবিধার বিবরণ		
মঞ্জুরীকৃত ঋণ/লিজের পরিমাণ :		
ঋণ/লিজ গ্রহণের উদ্দেশ্য :		
Product এর ধরন :		
Feedback এর মেয়াদ (.....হতেপর্যন্ত)		
প্রশ্নসমূহ	মন্তব্য	
	প্রতিষ্ঠানের মন্তব্য	গ্রাহকের মন্তব্য
১(ক). চুক্তি অনুযায়ী মঞ্জুরীকৃত ঋণ/লিজের অর্থ গ্রাহক পেয়েছেন কিনা?	হ্যাঁ/না	হ্যাঁ/না
১(খ). না পেয়ে থাকলে, কি কারণে পাননি ?		প্রতিষ্ঠানটির ব্যাখ্যার সাথে সম্মত/সম্মত নই
২(ক). চুক্তি মোতাবেক Grace Period প্রদান করা হয়েছে কিনা ?		হ্যাঁ/না
২(খ). প্রদান করা না হয়ে থাকলে, তার কারণ কি ছিল?		প্রতিষ্ঠানটির ব্যাখ্যার সাথে সম্মত/সম্মত নই
৩(ক). ঋণ/লিজ চুক্তিতে উল্লেখ না থাকা সত্ত্বেও Feedback এর মেয়াদকালে ফি বা জরিমানা হিসেবে কোন অতিরিক্ত অর্থ আদায় করা হয়েছে কি?		হ্যাঁ/না
৩(খ). এরূপ কোন অর্থ আদায় করে থাকলে তার কারণ কি ছিল?		প্রতিষ্ঠানটির ব্যাখ্যার সাথে সম্মত/সম্মত নই
৩(গ). প্রতিষ্ঠানটি কর্তৃক ৩(খ) এ প্রদত্ত ব্যাখ্যার সাথে গ্রাহক সম্মত না হলে, তার কারণ কি?		
৪(ক). উপরে উল্লিখিত Feedback এর মেয়াদকালে সুদহার পরিবর্তন করা হয়েছে কিনা?		হ্যাঁ/না
৪(খ). ঐ সময়ে সুদহার পরিবর্তন করা হয়ে থাকলে, তার কারণ কি ছিল?		প্রতিষ্ঠানটির ব্যাখ্যার সাথে সম্মত/সম্মত নই
	তারিখসহ কর্মকর্তার স্বাক্ষর:	তারিখসহ গ্রাহকের স্বাক্ষর:

LankaBangla Finance Limited

Safura Tower (Level 11), 20, Kemal Ataturk Avenue, Banani, Dhaka-1213, Bangladesh
Phone : + 88 02 988 3701-10, Fax : + 88 02 881 0998, E-mail : info@lankabangla.com, www.lankabangla.com

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	Comments	
		FI's Comment	Client's Comment
1(a).	Had the client received lo agreement?	Yes/No	Yes/No
1(b).	If not, what was the reason (in brief)?		Agreed/not with FI's explanation
2(a).	Whether the grace period (if any) was allowed accordingly or not?		Yes/No
2(b).	If not, what was the reason?		Agreed/not with FI's explanation
3(a).	Whether FI had charged any extra fee/penalty during this period that mentioned in the agreement?		Yes/No
3(b).	If so, what was the reason?		Agreed/not with FI's explanation
3(c).	If the client differs with the explanation of the FI as mentioned in 3(b), what are the reasons to differ?		
4(a).	Was there any change in the period?		Yes/No
4(b).	If so, what was the reason?		Agreed/not with FI's explanation

Official's Signature with Date

Client's Signature with Date

Date:

To

LANKABANGLA FINANCE LIMITED
20, Kemal Ataturk Avenue
Safura Tower (11th floor)
Banani, Dhaka-1213

(hereinafter referred to as the "Lessor" 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 Lease Agreement No.datedexecuted between you being the Lessor and.....I namelyfather's /husband's name_____ having address at

(hereinafter referred to as the "Lease Agreement"), do hereby create lien on the following TDR with a total face value of Tk.(Taka..... only in accordance with the terms and conditions of the said Lease Agreement:

TDR No.	Amount (Tk.)	Issuing Authority/Bank

I/we hereby authorize you to encash, assign, create, lien or otherwise dispose of the said TDR, 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 to LankaBangla Finance Limited and/or its assignees. I/we confirm that when you present that TDR for encashment to the Bank/Issuing Authority will, and is hereby instructed to, encash the TDR 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 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 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:

Name:

Address:

Witness 2:

Name:

Address:

PERSONAL GUARANTEE

Dated:

BY

(Hereinafter referred to as the "Guarantor")

IN FAVOUR OF

LANKABANGLA FINANCE LIMITED, Safura Tower (Level 11), 20, Kemal Ataturk Avenue, Banani, Dhaka- 1213 (hereinafter referred to as the "Lessor " which expression unless excluded by or repugnant to the context shall mean and include its successors in interest, legal representative and assigns)

WHEREAS

- A. By a Lease Agreement no. _____ dated _____ (the "Lease Agreement") between the Lessor and _____ having address at _____, (hereinafter referred to as the "Lessee"), the Lessor has granted lease facilities of Tk. _____ (Taka _____) only (the "Facility") to the Lessee.
- B. Pursuant to the terms and conditions of the Lease Agreement, this Guarantee is executed by the Guarantor in favour of the Lessor for securing the payment of the Facility including all interest, charges, fees, commissions, etc. (Lease Obligations) to the extent provided hereunder.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement

IN WITNESS WHEREOF THE PARTIES HERETO AGREE THAT:

1.1 Definitions

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 Lessee 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 Lessee under the Facility Agreement including, without limitation, commission (as well after as before judgment) 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 Lessor in relation to any such moneys, obligations or liabilities or generally in respect of the Lessee, 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 Lessor agreeing to grant the Facility to the Lessee pursuant to the Facility Agreement, the Guarantor hereby guarantees to pay to the Lessor immediately on demand by the Lessor the Guaranteed Liabilities of the Lessee, now or hereafter due, owing or incurred by the Lessee to the Lessor 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 Lessor or purchased or otherwise acquired by it, or incurred on any Banking account or in any other manner whatsoever.
- 2.2 As a separate and independent stipulation, the Guarantor agrees that if any purported obligation or liability of the Lessee 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 Lessee on any ground whatsoever whether or not known to the Lessor, 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 Lessee 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 Lessee, the Guarantor shall nevertheless be liable to the Lessor 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 Lessor fully indemnified on demand against all damages, losses, costs and expenses arising from any failure of the Lessee to perform or discharge any such purported obligation or liability.

- 2.3 Any certificate or determination of the Lessor 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 Lessor certifies as representing the cost to the Lessor of any delayed payment or non-payment under the Facility Agreement.
- 2.7 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 Lessee or any other person liable; or (ii) The Lessor granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of the Lessee 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 Lessee or any other person liable.
- 2.8 The Lessor shall not be obliged to make any claim or demand on the Lessee 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 Lessor 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 Lessor be obliged to apply any money or other Vehicle(s) 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.
- 2.9 The Guarantor agrees that, without the prior written consent of the Lessor, he will not : (i) exercise his rights of subrogation, reimbursement and indemnity against the Lessee 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 Lessee 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 Lessee or any other person liable in competition with the Lessor in the liquidation of the Lessee ;

3 Payments and Taxes

- 3.1 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 Lessor.

4 Continuing Representations and warranties

- 4.1 The Guarantor represents and warrants that:

- (a) This Guarantee constitutes valid and legally binding obligations of the Guarantor enforceable in accordance with its terms.
- (b) The execution and delivery of, the performance of his obligations under, and in compliance with the provisions of, this 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 or any of his Vehicle(s) 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.
- (c) 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.

5 Set-off

The Guarantor authorises the Lessor to apply any credit balance to which the Guarantor is then entitled on any account of the Guarantor with the Lessor at any of their branches in or towards satisfaction of any sum then due and payable from the Guarantor to the Lessor under this Guarantee. The Lessor shall not be obliged to exercise any right given to it by this Clause. The Lessor shall notify the Guarantor forthwith upon the exercise or purported exercise of any right of set-off giving full details in relation thereto.

6. Benefit of this Guarantee

- 6.1 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 Lessor and its successors in title and assignees and transferees.
- 6.2 The Guarantor may not assign or transfer any of his rights or obligations under this Guarantee.
- 6.3 The Guarantor agree to reimburse the Lessor on demand for all legal and other costs, charges and expenses on a full and unqualified indemnity basis, which may be incurred by the Lessor 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 in the presence of
(signatures, names and
addresses of the witnesses):-

Name:
Address:

1.
2.

Application Check List

Applicant Name: _____

Document	Required		Obtained		Remarks
	Yes	No	Yes	No	
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 From 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 doc. Duly signed by the Applicant, Source & RO					
Duly completed CAF, CFF and KYC form					

Prepared By	Checked By		
_____ Business	_____ Business	_____ CRM	_____ Operations

গ্রাহক পরিচিতি সম্পর্কিত ফর্ম (KYC Profile Form):

১. হিসাবের নাম : _____
২. হিসাবের ধরণ ও নম্বর : _____
৩. ইউনিক গ্রাহক আইডি কোড : _____
৪. হিসাবধারীর নাম : _____
৫. হিসাব খোলার কর্মকর্তার নাম : _____
৬. জন্ম নিবন্ধন নম্বর..... ফটোকপি গৃহীত কিনা? : হ্যাঁ / না (প্রযোজ্য ক্ষেত্রে)
৭. পাসপোর্ট নম্বর ফটোকপি গৃহীত কিনা? : হ্যাঁ / না (প্রযোজ্য ক্ষেত্রে)
৮. জাতীয় পরিচয়পত্র নম্বর..... ফটোকপি গৃহীত কিনা? : হ্যাঁ / না (প্রযোজ্য ক্ষেত্রে)
৯. টি আই এন ফটোকপি গৃহীত কিনা? : হ্যাঁ / না (প্রযোজ্য ক্ষেত্রে)
১০. ভ্যাট রেজিঃ নম্বর ফটোকপি গৃহীত কিনা? : হ্যাঁ / না (প্রযোজ্য ক্ষেত্রে)
১১. ড্রাইভিং লাইসেন্স নম্বর ফটোকপি গৃহীত কিনা? : হ্যাঁ / না (প্রযোজ্য ক্ষেত্রে)
১২. হিসাবের প্রকৃত সুবিধাভোগী (Beneficial Owner) সম্পর্কিত তথ্যাদি (কোম্পানীর ক্ষেত্রে ২০% বা এর অধিক একক শেয়ার হোল্ডার এর বিস্তারিত তথ্যাদি সংগ্রহপূর্বক কেওয়াইসি সম্পাদন করতে হবে। এছাড়াও কোম্পানীর নিয়ন্ত্রনকারী শেয়ার হোল্ডার এর বিস্তারিত তথ্যাদি সংগ্রহপূর্বক কেওয়াইসি সম্পাদন করতে হবে। ব্যক্তিক হিসাবের ক্ষেত্রেও প্রকৃত সুবিধাভোগী চিহ্নিতকরতঃ কেওয়াইসি সম্পাদন করতে হবে) :
.....
১৩. প্রদেয় অর্থের উৎস কি? তহবিলের উৎস কিভাবে নিশ্চিত করা হয়েছে? (প্রযোজ্য ক্ষেত্রে)
.....
১৪. গ্রাহকের পেশার সাথে প্রদেয় অর্থের উৎস সামঞ্জস্যপূর্ণ কি না ?
গ্রাহকের পেশার বিস্তারিত বর্ণনাপূর্বক সামঞ্জস্যতা নিশ্চিত করণ :
১৫. রিস্ক গ্রেডিং : উচ্চ মধ্যম নিম্ন

মন্তব্য :

(মন্তব্য অংশে Subjective বিবেচনায় গ্রাহকের ঝুঁকি সম্পর্কে আবশ্যিকভাবে মন্তব্য করতে হবে। গ্রাহকের ঝুঁকি নিরূপনের ক্ষেত্রে গ্রাহকের পেশার বিস্তারিত ধারণা বিশ্লেষণকরতঃ ব্যবসায়ের ক্ষেত্রে ব্যবসায়ের প্রকৃতি, অর্থের মাত্রা, ব্যবসায়ের এলাকা, ব্যবসায়ের আকার, হিসাবের প্রকৃত সুবিধাভোগী ইত্যাদিসহ অন্যান্য বিশেষ দিক বিবেচনায় নিয়ে গ্রাহককে উচ্চ বা নিম্ন ঝুঁকি সম্পন্ন হিসেবে শ্রেণীকরণ করতে হবে। চাকুরির ক্ষেত্রেও অনুরূপভাবে বিস্তারিত ধারণা লাভ করতঃ বিশেষ করে চাকুরির প্রকৃতি ও দায় দায়িত্বের নিরিখে ঝুঁকি নিরূপন করতে হবে। গ্রাহক উচ্চ ঝুঁকিপূর্ণ হলে নিয়মিত তদারকি করতে হবে)

হিসাব খোলার কর্মকর্তা/রিলেশনশীপ ম্যানেজারের নাম,
স্বাক্ষর (সীলসহ) ও তারিখঃ

অনুমোদনকারী কর্মকর্তার নাম, স্বাক্ষর (সীলসহ) ও তারিখঃ

১৬. হিসাব ও গ্রাহক সংক্রান্ত তথ্যাদি সর্বশেষ পর্যালোচনা/হালনাগাদ করার তারিখঃ

পর্যালোচনা এবং হালনাগাদকারী কর্মকর্তার
নাম (সীলসহ) স্বাক্ষর ও তারিখঃ

A Template of Customer Risk Profiling (CRP) Form

Risk Determinants	Risk Variables/Determinants	Assigned Risk Weight															
Customers	Exceptions in getting KYC related information from customer																
	High net worth customer or high value transactions: <table border="1" data-bbox="407 421 956 561"> <thead> <tr> <th>Value</th> <th>Risk Level</th> <th>Risk weight</th> </tr> </thead> <tbody> <tr> <td>0-5 million</td> <td>Low</td> <td>0</td> </tr> <tr> <td>5-20 million</td> <td>Medium</td> <td>10</td> </tr> <tr> <td>>20 million</td> <td>High</td> <td>30</td> </tr> </tbody> </table>	Value	Risk Level	Risk weight	0-5 million	Low	0	5-20 million	Medium	10	>20 million	High	30				
	Value	Risk Level	Risk weight														
	0-5 million	Low	0														
	5-20 million	Medium	10														
	>20 million	High	30														
	A customer who has a business which involves large amount of cash (e.g. Jewelry/Gems trade, money transmitters/changers, art/antique dealers, restaurant/bars, share & stock brokers etc.																
	Non-resident customer																
	Politically exposed person, its close associate or family member																
	Relatively complex control/ownership structure (in case of corporate customer)																
Reliability/trustworthiness of verification measures																	
Unclear source of funds or income from undocumented sources																	
Customer opens account in the name of his/her family member who intends to credit large amount of deposits not consistent with the known sources of legitimate family income.																	
Beneficial ownership of funds may not belong to customer																	
Products & Services	Use of products & services which entail non face-to-face contact																
	Customer seeks private banking (i.e. prioritized or privileged banking) or other riskier services																
	Payment received from unknown or unrelated third parties																
	Service to walk-in Customers																
Channels	How was the account opened? <table border="1" data-bbox="415 1449 1027 1619"> <thead> <tr> <th>Mode</th> <th>Risk Level</th> <th>Risk Weight</th> </tr> </thead> <tbody> <tr> <td>RM/Affiliate</td> <td>Low</td> <td>0</td> </tr> <tr> <td>Direct Sales agent</td> <td>Medium</td> <td>10</td> </tr> <tr> <td>Internet</td> <td>High</td> <td>30</td> </tr> <tr> <td>Walk-in/Unsolicited</td> <td>High</td> <td>30</td> </tr> </tbody> </table>	Mode	Risk Level	Risk Weight	RM/Affiliate	Low	0	Direct Sales agent	Medium	10	Internet	High	30	Walk-in/Unsolicited	High	30	
	Mode	Risk Level	Risk Weight														
	RM/Affiliate	Low	0														
Direct Sales agent	Medium	10															
Internet	High	30															
Walk-in/Unsolicited	High	30															
Level of cash based transactions																	
Element of anonymity in transactions																	

Locations	Customer is based or linked to any country which is identified by credible sources as having significant level of corruption and criminal activity	
	Customer's link to any country known to be a tax haven and identified by credible sources as providing funding or support for terrorist activities or that have designated terrorist organizations operating within their country	
	Any country unidentified by FATF or FSRBs as not having adequate AML& CFT system	
	Any country identified as destination of illicit financial flow	
	Customer is linked to any country subject to economic or trade sanctions	
Others	Transaction pattern matches with central bank's examples on Red Alerts or guidance provided by BFIU on ML/FT typologies	
	Customer/beneficial owner identification and verification not done properly	
	Any other risk factors etc.	
Total Risk Score		

Scale	Please note that risk weight assigned as above have been selected according to prevalence of risk i.e. Never = 0 Low = 5 Moderate = 10 High = 20	--
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Benchmarking		
	Risk Score Range	Rating
	Below 50	1
	51 - 80	2
	81 - 110	3
	111 - 140	4
	141 - 170	5
	170 & above	6
Rating	Customer Risk Profiling	Check
1-2	Low Risk	
3-4	Moderate Risk	
5-6	High Risk	
	Customer Risk Profile is re-considered in line with pre-defined criteria of central bank or LBFL's own Internal Risk Assessment	

Prepared By:

Approved By:

Name & Designation
(with seal & signature)

Name & Designation
(with seal & signature)