

SME Loan Application Form

_____ Loan



Prosperity to be continued...

Business Name

Loan Account No Customer ID No

Branch Name Branch Code

Zone Borrower Code Date

Growing Together...

Business Name (As per Trade License)

Name of the Proprietor/Partners/MD/Directors

.....

Address (As per Trade License)

Branch Branch Code Zone

Name of ARO/RO/SRO ID.No. Mobile No.

Name of RM ID.No. Mobile No.

Name of SRM ID.No. Mobile No.

Loan Amount BDT (In words

Relationship (Please Tick) New Renewal Enhancement Exit

Customer ID No (Must for repeat Loan)

Existing Loan A/C No. (To be Filled in by RO)

Name of the Bank/FI with branches (with code) through which loan will be disbursed: (To be Filled in by

ARO/RO/SRO)

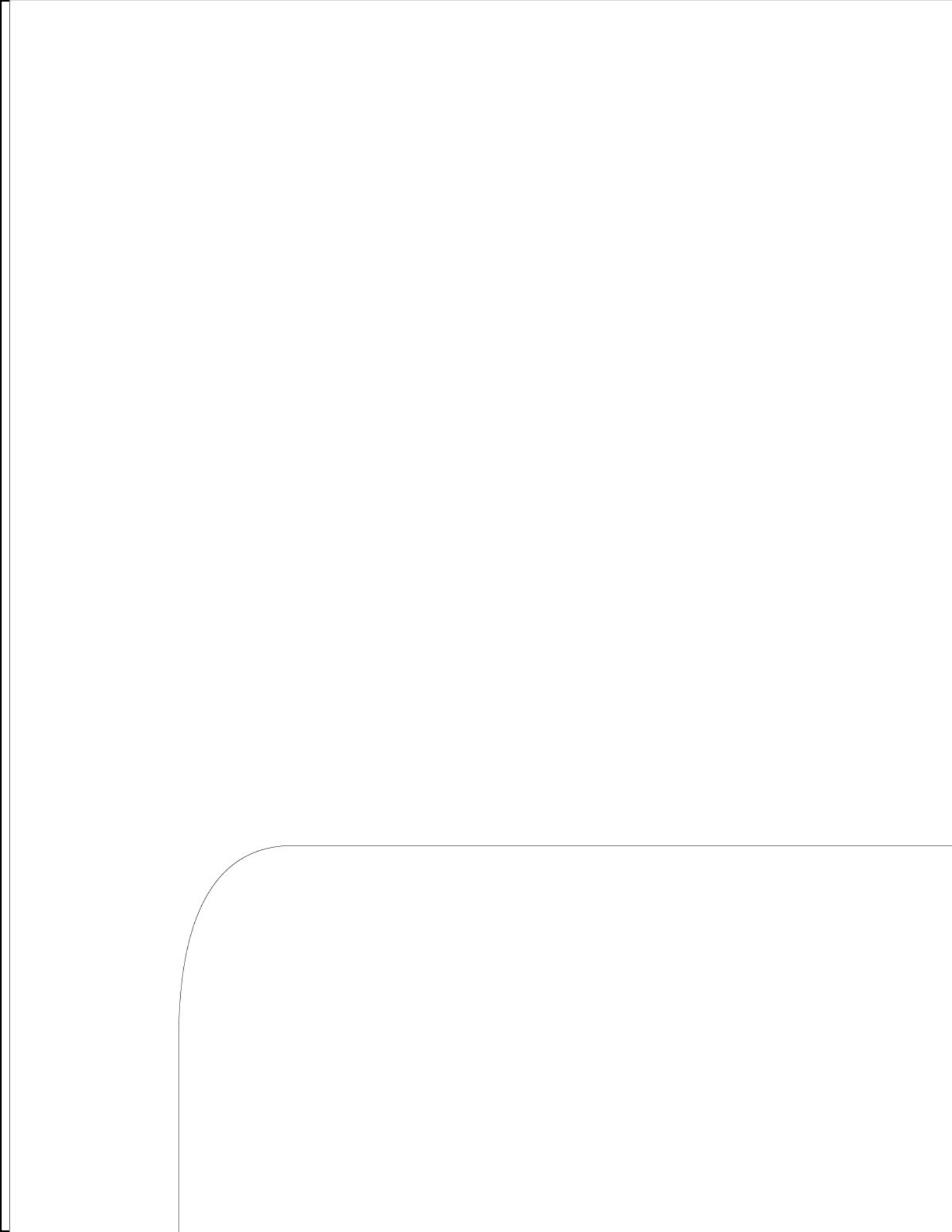
Code: (1) Nature Agro Large Industry (Term Loan) Working Capital (Large Industry)

Small Industry Export Commercial Vehicle Others

Sector Code

Economic Purpose Code

Bank/FI Defined Code



**For queries regarding our products and services,
please call our contact centre 16325**

From overseas 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

SME Loan Application Form



.....Loan

Date

To

Manager

LankaBangla Finance Limited

Branch Name

Name of Business Owner	Type of Facility	Loan Amount	Installment	Tenor

BUSINESS ENTITY INFORMATION

Name of the Business

Name of Proprietor/Managing Director/Key Partner.....

Type of Business Sole Proprietorship Partnership Limited Company

Type of Sector Trading Manufacturing Service Agriculture

Name of product

Trade License No. Issued date / / Validity date / /

Business TIN

Address of the Business

.....

Rented Personal owned Family owned

Address of the Warehouse

Rented Personal owned Family owned

Address of the Factory

Name of Sister Concern Business

Date of Establishment

Business Phone Cell No. /

Same line of Business Experience Total Experience

Initial Investment BDT.....

Area of Market Coverage

How much do you sell on daily basis

How many days does it take you sell your products

Brief Description of Business (Please emphasize on the nature, history, present market status and future of the business)

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

FACILITY DETAILS

New Repeat

Facility Type	Existing				Proposed				
	Amount/Limit	Interest rate	EMI	Tenor	Amount/Limit	Interest rate	EMI	Tenor	Security
Term Loan									
Short Term Loan									
Revolving									
Others									

Purpose Working Capital Fixed Asset Purchase Take Over Regular Business Capital Others

In case of Fixed Asset purchase: Name Price

Proposed Collateral

- Hypothecation on stocks and receivables
- Lien on Term Deposit
- Mortgage of Land/Building
- Personal Guarantee
- Title Deed of Land/Building
- Third Party Guarantee

Others

Interest Rate% Debt Burden Ratio (DBR)% Gross Profit Margin %

Grace Period Others Facility (if any)

SME Loan Application Form



PERSONAL INFORMATION OF THE PROPRIETOR

Name of Owner

Date of Birth & Age Educational Qualification

Father's Name

Mother's Name

Spouse Name

Present Address

Permanent Address

NID/Passport No.

Phone Number Cell Number.....

Years of experience as Entrepreneur

Monthly Income: Business Others

Personal Assets Land (total decimal) Total Value

Building (location/city) Total Value

Transportation (model/brand) Total Value

Others Total Value

Savings Monthly Expense

Family Assets Land (total Katha/decimal) Total Value

Building (city) Total Value

Transportation (model/brand)..... Total Value

Others Total Value

Savings Monthly Expense

Declaration of Owner

I/We declare that above mentioned information are true and correct. I/We will be obliged to follow the rules and policies of LankaBangla Finance Ltd. for this loan.

Name of Applicant

Business Seal & Signature

Certification of the ARO/RO/SRO

I certify that the information furnished above by the applicant is duly verified by me and found correct.

ARO/RO/SRO Signature Date

Name of ARO/RO/SRO Employee ID Cell No.

FINANCIAL ANALYSIS

Existing Finance with A/C (As on

Name of Bank/Fl	Loan Type	Sanction Amount	Installment/ Interest	Tenor	Paid EMI	Outstanding	Security

Existing Finance with (Sister Concern Business) A/C (As on.....)

Name of Bank/Fl	Loan Type	Sanction Amount	Installment/ Interest	Tenor	Paid EMI	Outstanding	Security

Bank Reflection & Monthly Sale Report

Sl.	Year	Month	All Bank Statement	Sales Ledger
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
Total (Bank +Cash Sales)				

SME Loan Application Form



STOCK & OTHER INFORMATION

Stock & Other Information

Sl.	Product Type	Unit in Stock	Per Unit Cost	Total (BDT)

Machineries

Sl.	Type of Machineries	Unit Owned by the Concern	Per Unit Written Down Value (WDV)	Total (BDT)

List of Buyers

Sl.	Buyer's/Organization's Name	Amount of Receivables	Phone Number	Total Receivables (BDT)
				=

List of Suppliers

Sl.	Buyer's/Organization's Name	Amount of Payables	Phone Number	Total Payables (BDT)
				=

Fixed Assets in the name of Business or Proprietor (Land & Building)

Sl.	Type of Assets	Particulars	Present Forced Sale Value (FSV)	Branch Declaration

Profit & Loss A/C: From To.....

Items	Amount in BDT
Sales	
(Less) Cost of Goods Sold	
Gross Profit	
Administrative Expenses	
Salary	
Rent	
Utility Bill	
(Less) Total Administrative Expenses	
Net Operating Profit	
(Less) Taxes	
Net Profit	
(Less) Withdrawals/Dividends	
Retained Earnings (to B/S)	

Balance Sheet: As of.....

Asset		Liabilities & Owner's Equity	
Items	BDT	Items	BDT
Cash in Hand		Short Term Loan	
Cash at Bank		Accounts Payable	
Inventory		Others Current Liabilities	
Accounts Receivables		-	
Others		-	
Total Current Assets		Total Current Liabilities	
-		Long Term Liabilities	
Total Fixed Assets		Total Liabilities	
-		Owner's Equity & Net Worth	
-		Retained Earnings	
Total Asset		Total Liabilities & Net worth	

Debt

Equity

Debt Equity Ratio

SME Loan Application Form



NET WORTH STATEMENT

Personal Net Worth Statement of Proprietor/Director/Partner (As on

Name Age

S/O or D/O

Permanent Address

Liabilities		Amount in BDT
Bank Loan		
Outstanding as on Net Worth statement date		
Personal/Consumer Loan (HBL, Auto, Credit Card, etc.)		
Business Loan (CC, OD, Term Loan etc.)		
Loan from friend/relatives		
Other Liabilities (creditor, tax payable, bills payable etc.)		
Total Liabilities		
Assets		Amount in BDT
Cash in hand		
Deposit with Banks (CD,STD,SB,FDR,DPS)		
Investment		
Proprietorship, Partnership, Private Ltd Co.	Government security (SP/BSP/WEDB, Prize Bond)	
	Share & Stock	
	Debenture ,Bonds, Life Insurance etc.	
	Investment in business in the form of capital or equity	
Debtors		
Furniture & Home Appliances		
Gold Ornaments (No of Bhari)		
Car & Vehicles (Brand & Models)		
Real Estate: Brief describe Like _____ katha I Decimal land located at _____ with Storied/Tin shed building /shop measuring _____sft. (Encumbered/Unencumbered) Others:		
Other Assets (if any)		
Total Assets		
Net Worth (Total Assets - Total Liabilities)		

Seal & Signature of Client

Comments On Enterprise

1	Details of Business history	
2	Procurement	
3	Business Plan	
4	Management	
5	DBR	
6	Bank statement	
7	Net Worth of Client	
8	Net Worth of Guarantor	
	<u>Family Guarantor</u>	<u>Business Guarantor</u>
9	CIB	

Seal & Signature of ARO/RO/SRO

UNDERTAKING

Annexure 'Ka'

The Manager
LankaBangla Finance Limited
Safura Tower (Level-8)
20 Kemal Ataturk Avenue
Banani, Dhaka 1213

Date: _____

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./Passport : _____ Issue Date: _____

Contact No. : _____

Tin No. : _____

Date Of Birth : _____ Place of Birth: _____

I am applying in my own name/in the name of an organization under my ownership for sanction/renewal/rescheduling of Home/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 :

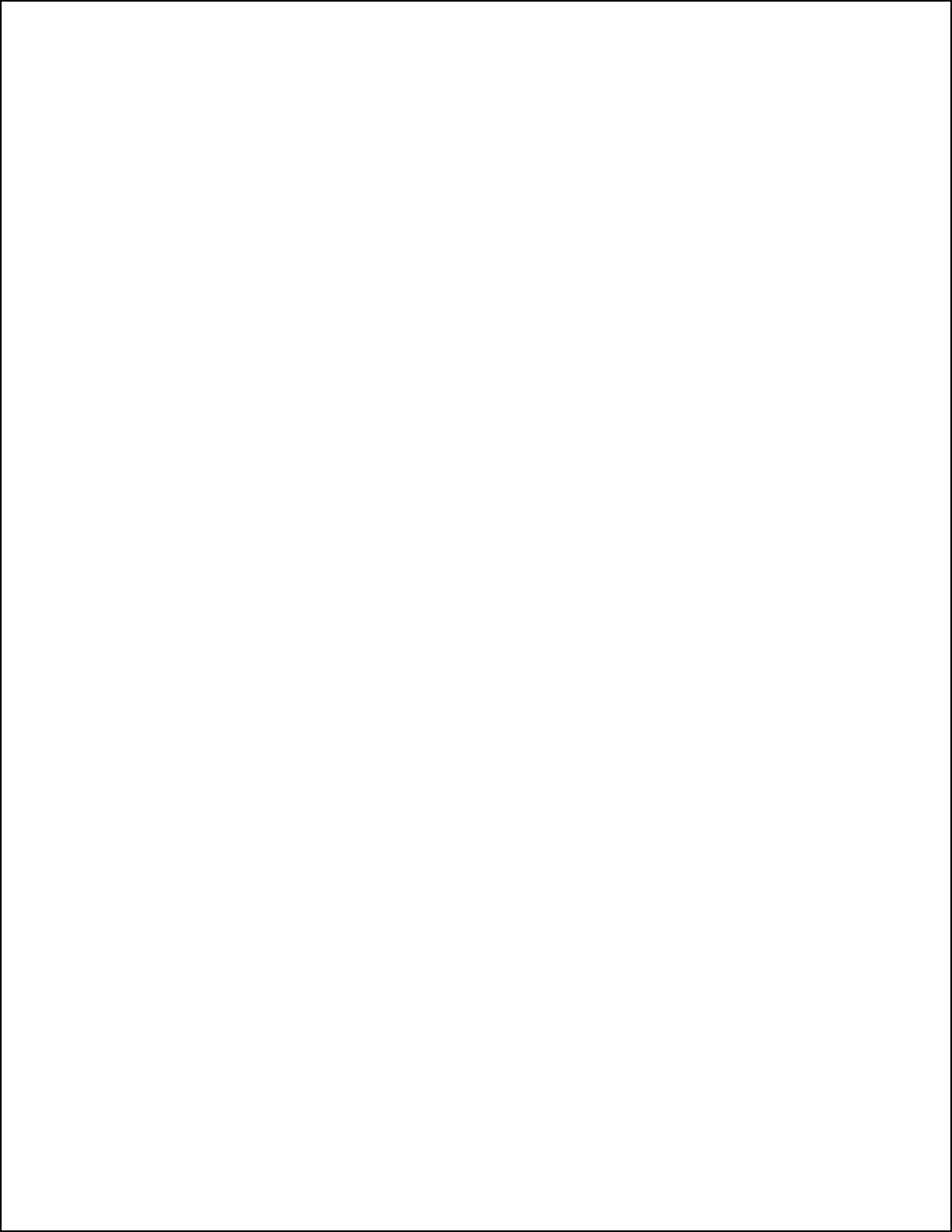
Signature :

Name :

Name of Borrowing :

Enterprise :

Date :



SME Loan Application Form



GUARANTOR'S INFORMATION

Name of Guarantor
 Date of Birth & Age
 Father's Name
 Mother's Name
 Spouse Name
 Spouse's involvement in Business Yes No
 Spouse Occupation
 Present Address
 Permanent Address
 NID/Passport No.
 Educational Qualification
 Name of Business
 Business/Work Address
 Relationship with Entrepreneur
 Business Telephone No. Cell No.
 Directorship of any private Bank/FI Yes No if Yes Name of Bank/FI.....
 Total Monthly Income
 Total Monthly Expenditure Monthly Surplus

Guarantor's Net Asset Statement

Assets	Total Amount (BDT)	Liabilities	Total Amount (BDT)
Cash In hand		Bank Loan	
Cash at Bank		Account Payable	
Account Receivable		Loan from Others Sources	
Land Property		Family liabilities	
Building			
Gold Ornaments			
Car & Vehicles			
Machine			
Inventory			
Others			
Total Assets		Total Liabilities	

Total Asset=

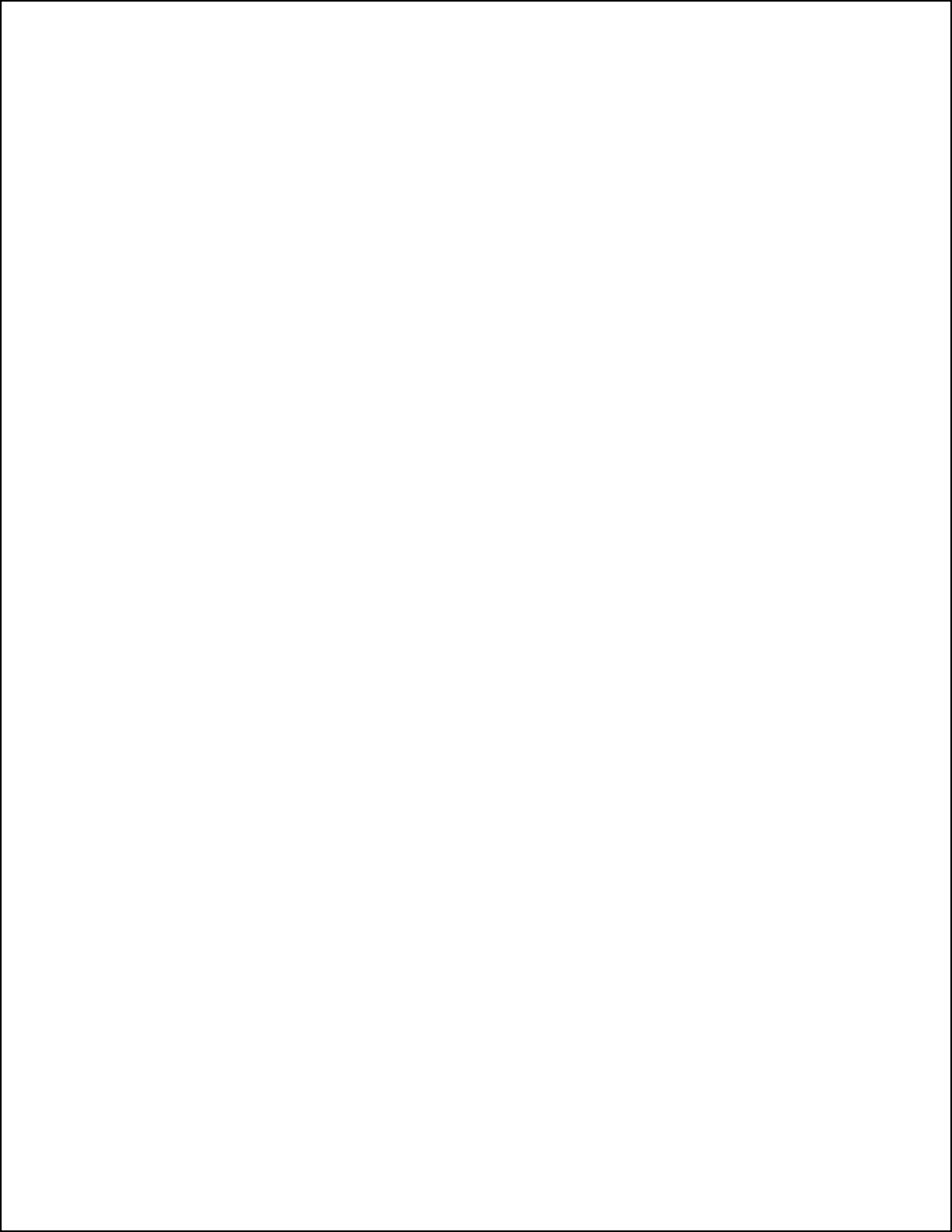
Total Liability=

Net Assets=

I hereby, promise & declare that Mr./Mrs.....Proprietor/Partner/Director of is my.....in case of failure to repay the loan for BDT.....(in words BDT.....) received from LankaBangla Finance Limited favoring the said business for the purpose of working capital/Fixed asset purchase/Others.....,I as a guarantor will be bound to repay the whole amount of loan including interest and principal as per demand raised by LankaBangla Finance Limited.

Guarantor Name & Signature

Endorsement of the Client



SME Loan Application Form



UNDERTAKING

The Manager
LankaBangla Finance Limited
Safura Tower (Level-8)
20 Kemal Ataturk Avenue
Banani, Dhaka 1213

Annexure 'Ka'

Date: _____

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./Passport : _____ Issue Date: _____

Contact No. : _____

Tin No. : _____

Date Of Birth : _____ Place of Birth: _____

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

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Please attach separate sheet, if required

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Attested by

Signature :

Name :

Seal :

Date :

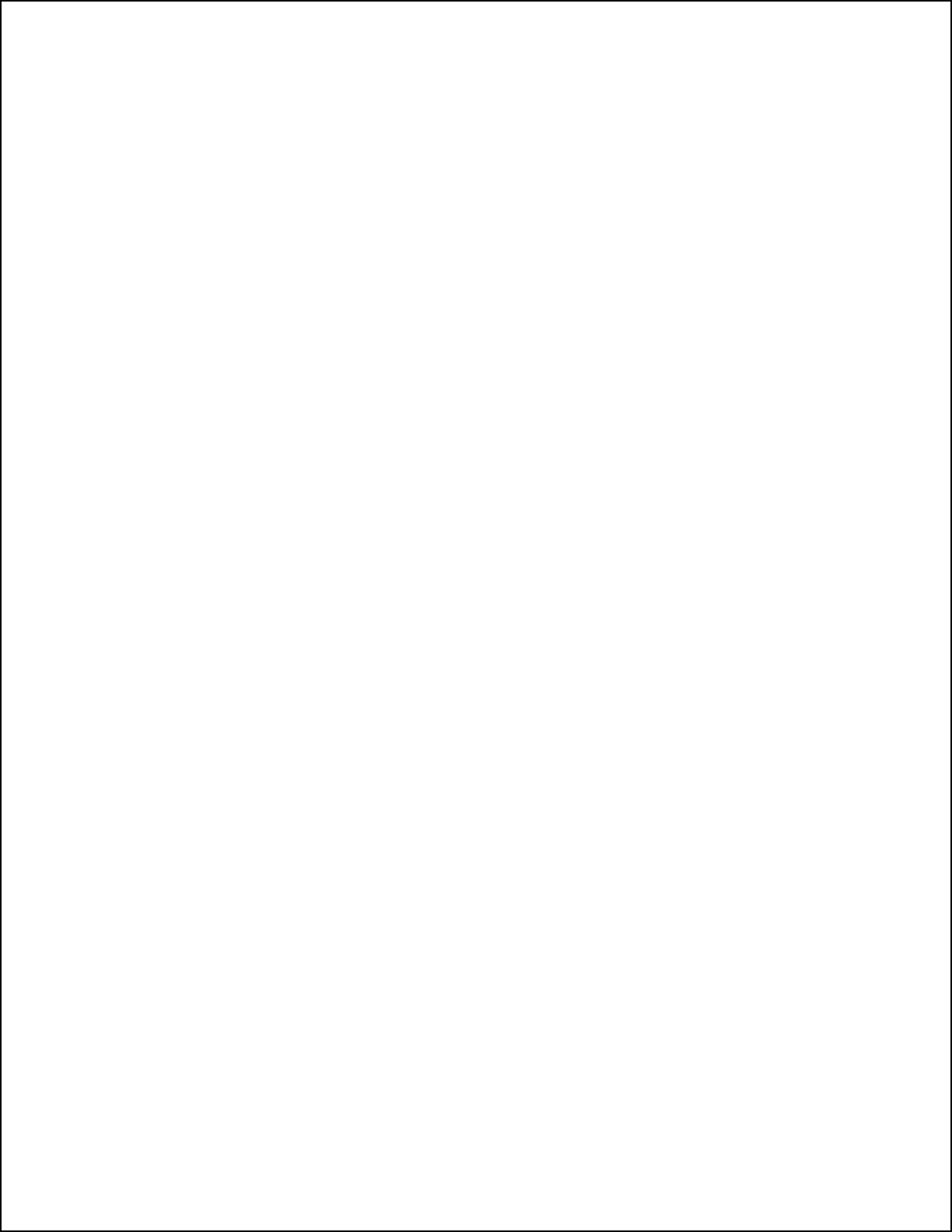
Signature :

Name :

Name of Borrowing :

Enterprise :

Date :



SME Loan Application Form



GUARANTOR'S INFORMATION

Name of Guarantor
 Date of Birth & Age
 Fathers Name
 Mothers Name
 Spouse Name
 Spouse's involvement in Business Yes No
 Spouse Occupation
 Present Address
 Permanent Address
 NID/Passport no
 Educational Qualification
 Name of Business
 Business/Work Address
 Relationship with Entrepreneur
 Business Telephone No Cell no
 Directorship of any private Bank/FI Yes No if Yes Name of Bank/FI.....
 Total Monthly Income
 Total Monthly Expenditure Monthly Surplus

Guarantor's Net Asset Statement

Assets	Total Amount (BDT)	Liabilities	Total Amount (BDT)
Cash In hand		Bank Loan	
Cash at Bank		Account Payable	
Account Receivable		Loan from Others sources	
Land Property		Family liabilities	
Building			
Gold Ornaments			
Car & Vehicles			
Machine			
Inventory			
Others			
Total Assets		Total Liabilities	

Total Asset=

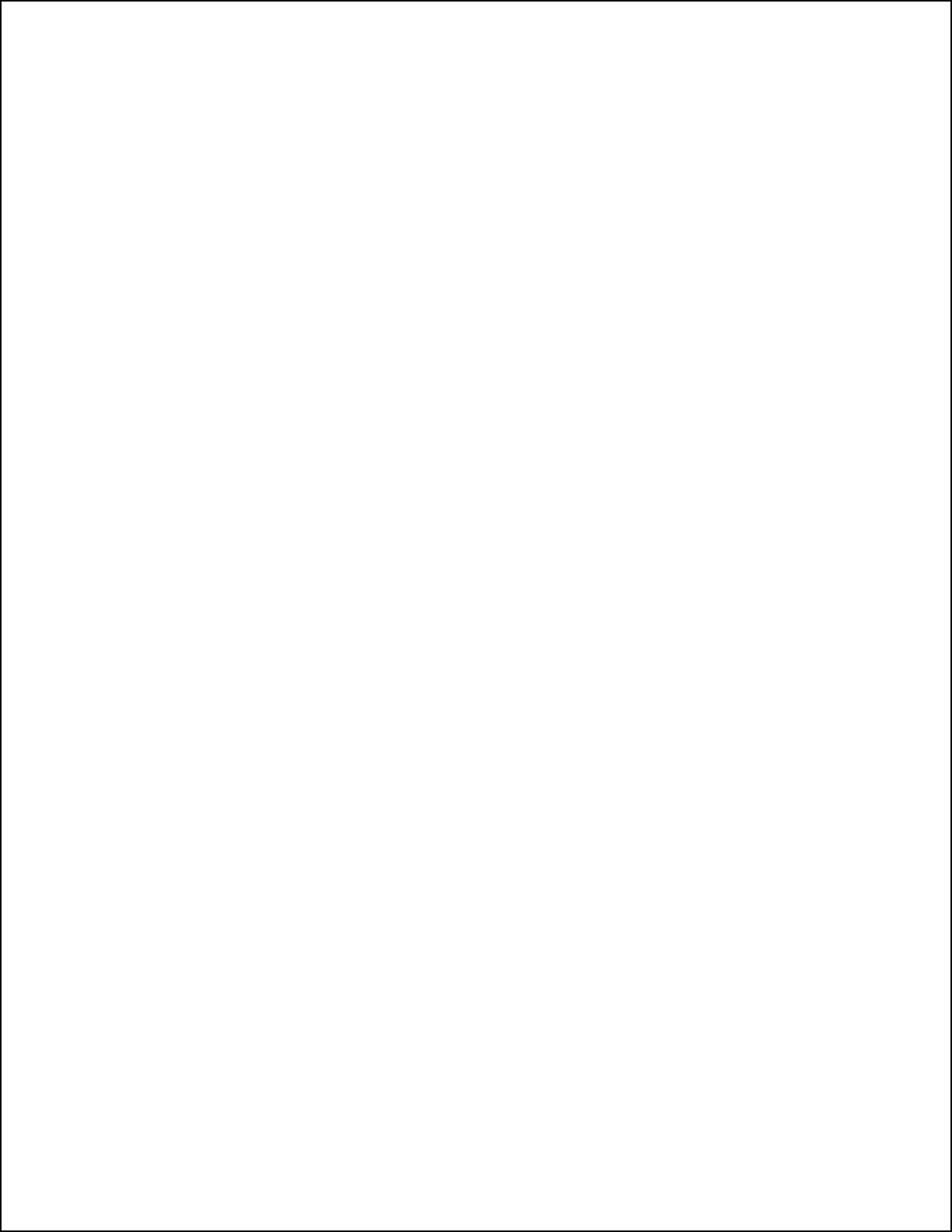
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Net Assets=

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Husband's Name : _____
(if applicable)

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Attested by

Signature :

Name :

Seal :

Date :

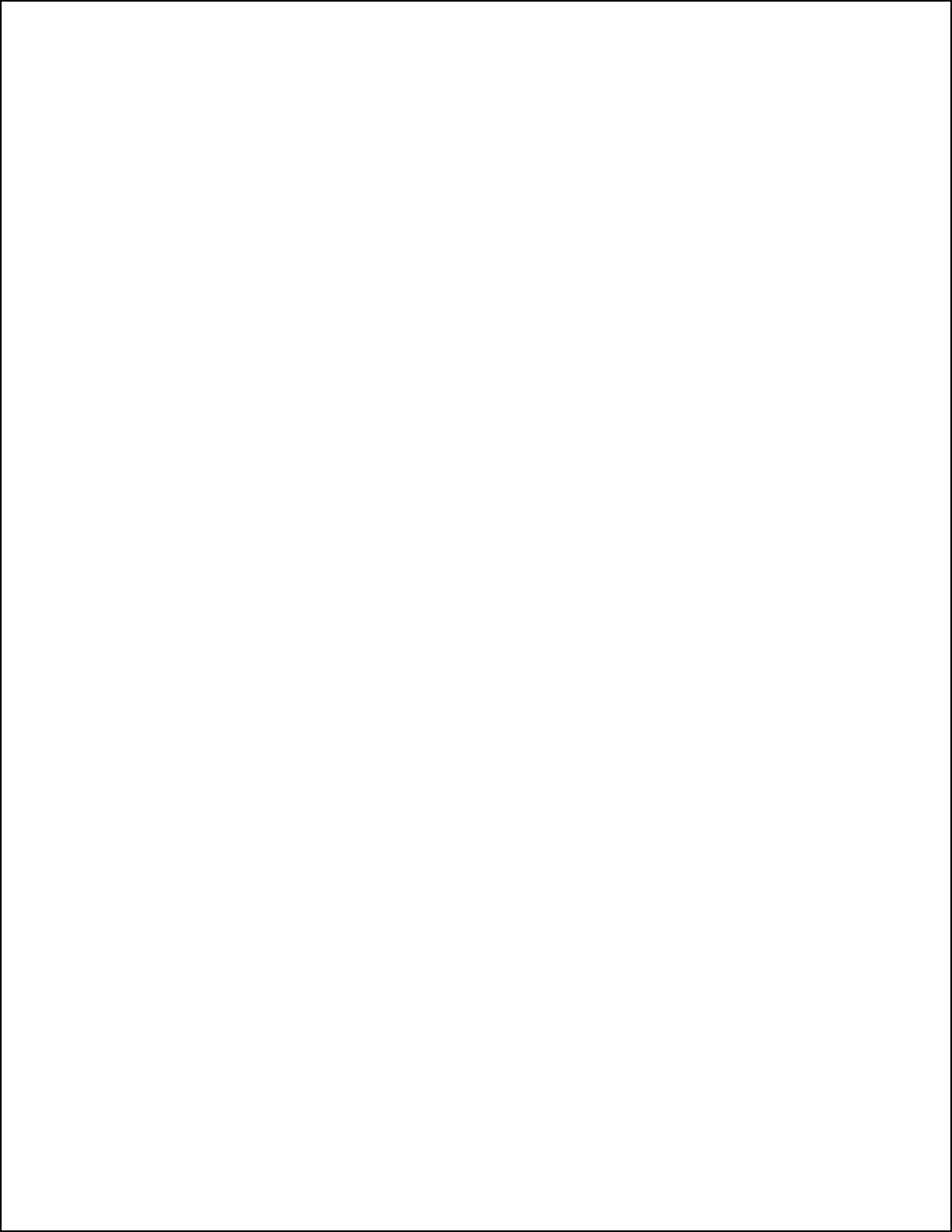
Signature :

Name :

Name of Borrowing :

Enterprise :

Date :



SME Loan Application Form



NOTES/COMMENTS OF ARO/RO/SRO/RM AND MANAGER

REFERENCE OF FIVE RELATIVES

SL.	Full Name	Permanent Address	Business or Work Address	Fixed Phone & Mobile No.	Relation with the Obligor
1					
2					
3					
4					
5					

Recommendation

I have visited the project Name.....
 Physically onand found the information. Based on the information, I recommend the following loan structure.

Facility Type	Proposed limit	Tenor	EMI	Interest	Security	Existing

Signature of ARO/RO/SRO Signature of RM/SRM

Name of the ARO/RO/SRO..... Name of RM/SRM

Signature of the Credit amount..... Employee ID

Credit Approval.....

Documentation Checklist for SME Loan

Business Related Documents

Call Report	Yes	No
Pre-approval E-mail Report	Yes	No
Application Form	Yes	No
Visit Report	Yes	No
Trade License	Yes	No
TIN Certificate/Tax Returns Receipt	Yes	No
Photocopy of Nationality Certificate/NID/Passport	Yes	No
Partnership Deed (For Partnership Company only)	Yes	No
Board Resolution (For partnership/Limited Company only)	Yes	No
Certificate of Incorporation (For Limited Company only)	Yes	No
Audited Management Accounts (if applicable)	Yes	No
Memorandum and Articles of Association (For Limited Company only)	Yes	No
T & T Phone at Residence/Office	Yes	No
Bank Statement (Last 12 Month)	Yes	No
Photograph of Applicant/all Directors	Yes	No
Photograph of Guarantor with Trade License, TIN, NID, Visiting Card	Yes	No
Utility Bill of Business Address	Yes	No
Company/Business Pad	Yes	No
Position deed/Rental deed of shops & others	Yes	No
Environment Policy Compliance	Yes	No
CPV Report	Yes	No
CIB Report	Yes	No
IRC/ERC (if any)	Yes	No
Sanction letter, loan repayment & closing letter (if any FI's/Banks)	Yes	No
Land Documents (if applicable)	Yes	No
Others	Yes	No

ASSESSMENT SHEET: (To be filled in by CRM-HO)

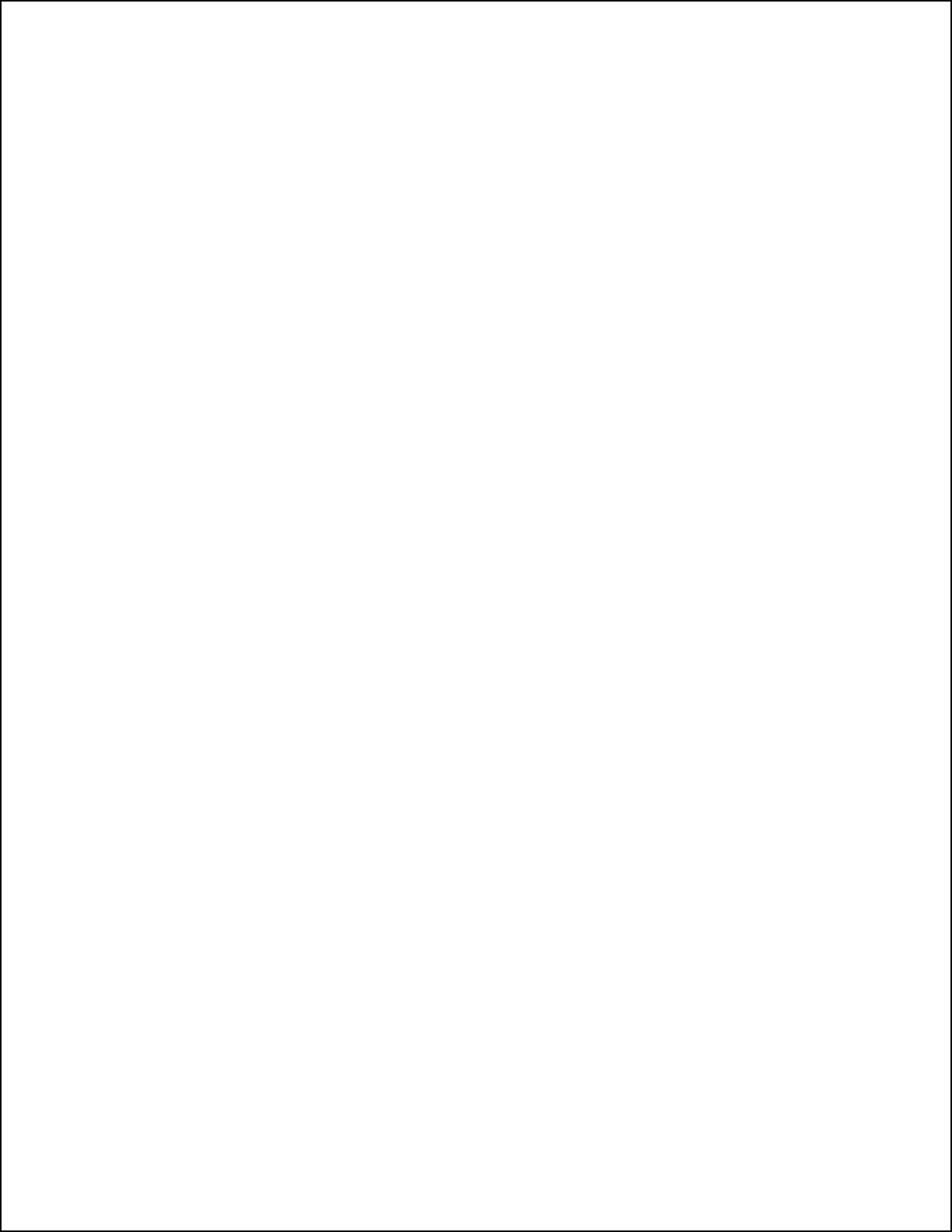
Name of the Client	
Branch	
Type of Business	

Total receipt from sales:	
Total Credit Turnover as per Bank Statement	
(-) Inward cheque return, other extra ordinary credit volume of same day transaction	
Net Credit Turnover	
Net Credit Turnover as percentage of total Sales	
Total Expenditure for Merchandise	
Cash Flow from Business	
(-) Total Operating Expenses (salary, rent, fuel, gas, Taxes & Duties, telephone, energy, water, transport & others)	
Operational Cash Flow	
(-) Financial Expense	
(-) Income Tax	
Net Operational Cash Flow	
Net operational cash flow increase/decrease	
Net Cash Flow	
(+) Household Income	
(-) Household Expenses	
Net Cash Flow of the Socio-economic Entity	
Statement tenor in month	
Net Monthly Income of the Socio-economic Entity	

SME Loan Application Form



NOTES/COMMENTS



SME Loan Application Form



APPROVAL SHEET (To be filled in by CRM-HO)

Applicant Name	
Loan Product	
Sector	
Tenor	
Grace Period	
Repayment Behavior	
Average Balance	
KYC Status	
100% of required Working Capital Amount	
75% of Stocks and Receivables	
Purchases value of Fixed Assets	
CIB Status	
CPV Report	
Length of Business	
Number of Staff	
Proposed Loan Amount	
Interest Rate (%)	
Total Assets (Excluding Land & Building)	
DBR	
EMI	
Fixed Phone	
Residential Status	
Shop Status	
Existing Loan Repayment Behavior	
Total Past Due Amount	
Approved Amount	
Approval Condition	

NOTES/COMMENTS

**Letter of Sanction
Original Copy**

Date:

Ref:

Mr.

Address.....

.....

.....

SUB: LETTER of SANCTION UNDER “ ” SCHEME.

With reference to your application datedthe management of LankaBangla Finance Limited (LBFL) are pleased to sanction a Term Loan facility of Tk.only under“”scheme only in the account of M/S.....(Hereinafter referred to as “the borrower” or “You” which shall also mean the owners,successors,etc.) under the following terms and conditions:

A : PARTICULARS OF THE APPROVED FACILITY:

- i. Title of the Account :
- ii. Nature of Facility :
- iii. Facility Amount : Tk.
- iv. Purpose : working capital/fixed asset purchase/others.....
- v. Tenor :months with/without.....months grace period.
- vi. Interest Rate :% p.a. (arrear basis)
- vii. Penal Interest :% p.a. over and above interest rate
- viii. Installment :
- ix. Installment Start Date :
- x. Loan Expiry Date :
- xi. Prepayment Charge :% on prepayment/foreclosure amount plus 15% VAT.
- xii. Documentation Fee : TK:.....including 15% VAT.
- xiii. Processing Fee : TK:.....including 15% VAT.
- xiv. Fire Insurance Premium : Tk..... (To be paid through LBFL)
- xv. Life Insurance Premium : Tk..... (To be paid through LBFL)
- xvi. Mode of Disbursement :

B :PARTICULARS OF SECURITY:

- i. All usual standard charge documents.
- ii. Hypothecation of inventory/goods/machinery and all other present and future asset stored or to be stored at your shop/goodown/factory owned by you duly insured covering comprehensive risk with mortgage clause covering 110% above of the financed amount at your costs from LBFL's approved insurance companies.
- iii. You will have to provide insurance covering death risk of proprietor/key person of the business.
- iv. Hypothecation of present and future Bills receivables and book debt.
- v. Lien of Term Deposit Receipt (TDR) for TK:..... being% of the loan amount.

- vi.nos of post dated cheques (PDC) covering monthly/quarterly/scheduled installments of TK:..... each &undated security cheques covering principal and interest. All the cheques have to be crossed or A/C payee and drawn in favor of LBFL
- vii. Land & Building: Registered mortgage of land and building (details in attached schedule):
- viii. Personal Guarantee (P/G) :
 - a. P/G of Mr/Mrs.....
S/O, D/O or W/O.....
Address.....
 - b. P/G of Mr/Mrs.....
S/O, D/O or W/O.....
Address.....
 - c. P/G of Mr/Mrs.....
S/O, D/O or W/O.....
Address.....
- ix. Land & Building : Registered mortgage of land and building (details in enclose with separate sheet) with registered irrevocable power of attorney

C: CONDITIONS PRECEDENT :

The loan is available subject to receipt by LBFL of the following documents, in form and substance or evidence of compliance, satisfactory to the LBFL.

- i. This letter unconditionally accepted by you/yourselves.
- ii. Payment of processing, documentation & other required fees.
- iii. The Facility Agreement covering detailed term & conditions of the Loan.
- iv. Compliance with applicable regulatory and legal requirements.
- v. Clean CIB report must be obtained before disbursement of the loan.
- vi. Completion of LBFL's required security documents duly signed by the authorized signatories of the borrower,
- vii. In the event the borrower is a limited company then a resolution from the Board of Directors needs to be obtained covering the authority of the availing the loan amount and executing the documentation and detailing the signatories authorized to execute necessary applications along with their specimen signature/s.
- viii. Only executed any other documents required by LBFL
- ix. Existing liability withamount BDT.....(appx) will be taken over by LBFL from proposed facility.
- x. Existing liability withamount BDT.....(appx) will be adjusted by the client from his own sources before disbursement of the proposed facility; The client will submit adjustment certificate to LBFL.

D: OTHER TERMS & CONDITIONS :

- i. The interest rate & the installment size may also be revised in the event of change in LBFL's cost of fund at the discretion of LBFL with or without delivering any notice.
- ii. All other fees and charges relating to mortgage formalities, genuineness search, legal fees, survey or any other documentation related jobs will be borne by the client in addition to SL # A(xii) & A(xiii)
- iii. The borrower shall submit a quarterly stock and receivables statement. The stock shall be valued on the basis of cost price/market value whichever is lower.
- iv. The borrower shall ensure that the facility is utilized for the purpose granted and any deviation may be construed

as a breach of contract and will not be acceptable by LBFL. Such deviation will result in the immediate recall of the credit facility.

- v. The borrower Agrees to provide any financial/other information as the LBFL may reasonably request from time to time.
- vi. The borrower hereby covenants that during the continuance of the facilities by LBFL, NOC from our LBFL to be obtained prior to avail any credit facility either in the name of the business or in your personal name of the owners from any other Bank/Financial Institution.
- vii. Any change in the constitution of the entity and/or address of the sales outlet/factory/go down shall not take place without a NOC from LBFL.
- viii. LBFL reserves the right to make amendments of any terms and condition detailed in this sanction advice at its discretion.
- ix. This credit facility is granted under, and subject to, the conditions and limitations set out and specified by the Bangladesh Bank and other competent authorities from time to time and you will abide by the rules and the borrower regulations issued by the Bangladesh Bank and other competent authorities.
- x. The hypothecated stock shall be inspected periodically at the LBF's discretion by its representative and the borrower shall facilitate the same.
- xi. **EVENT OF DEFAULT**
Any or all of the following may be treated as Event of Defaults by LBFL:
 - a. **Change in Material Circumstances:** Any material adverse circumstances arise which in the opinion of the LBFL gives rise to a belief or suspicion that you (The Borrower) may not (or may be unable to) perform your obligations hereunder.
 - b. **Non-Payment:** If you do not pay in the manner provided in this sanction letter or the Facility Agreement any sum payable under it when falls due.
 - c. **Breach of Other Obligations:** If you do not perform or comply with any one or more of your obligations under this sanction letter or other security Documents with the LBFL.
- xii. If Bangladesh Bank for any reason does not approve refinancing then interest would be charged at prevailing interest rate & penal interest would be charged @ 4% p.a. above interest rate from the date of disbursement.
- xiii. LBFL preserves right and discretion to set-off and have general lien against the balance amount of money deposited in any account maintained by you/your Guarantor(s) and/or any money retained in any funds(s) from participated by you or Guarantor(s) with us and payable by LBFL.
- xiv. You will be responsible to renew the trade license, insurance policy (if required) and any other legal documents to continue business when due within the currency of the loan.
- xv. Any repayment of the loan whether in part or full facilities will be attributable in the following order: first charges, then interest & thereafter Principal.
- xvi. The facilities may be withdrawn by the LBFL at its absolute discretion without assigning any reason at any time by giving 15 days prior written notice to you and in that event all the outstanding shall be immediately repaid. In the event that you have any outstanding at the date of dispatch of such notice, no further withdrawals will be permitted. Unless otherwise specified, you are required to pay all the amounts outstanding hereunder or pursuant hereto in respect of the above-mentioned credit facilities/ line(s) within 15 days of demands made by LBFL.
- xvii. **Dispute:** In the event of any dispute between you and LBFL, it shall be resolved amicably. In the event of failure to resolve it shall be referred to the competent court(s) in Bangladesh. The dispute shall be governed by and construed in accordance with the laws of People's Republic of Bangladesh.

Kindly confirm your acceptance and understanding of the foregoing terms and conditions by signing on the DUPLICATE copy of this letter and return to LBFL. Please call on us any working day for completion of the necessary formalities. We look forward to a longhand mutual beneficial relationship. Please note that our approval of loan is valid for 15 days from the date of issuance of this letter for your acceptance.

Yours sincerely,

Authorized Signature

Authorized Signature

Mortgage Property details are given below

Area of land	Owner's name	Details address	Khatian No	Dag No.	Remarks
		Mouza	CS	CS	
		SRO	SA	SA	
		Thana	RS	RS	
		District	BS/DCC	BS	
			Mutation	Mutation	
		Mouza	CS	CS	
		SRO	SA	SA	
		Thana	RS	RS	
		District	BS/DCC	BS	
			Mutation	Mutation	
		Mouza	CS	CS	
		SRO	SA	SA	
		Thana	RS	RS	
		District	BS/DCC	BS	
			Mutation	Mutation	

Authorized Signature

Authorized Signature

**Letter of Sanction
Duplicate Copy**

Date:

Ref:

Mr.

Address.....

.....

.....

SUB: LETTER of SANCTION UNDER “ ” SCHEME.

With reference to your application datedthe management of LankaBangla Finance Limited (LBFL) are pleased to sanction a Term Loan facility of Tk.only under“”scheme only in the account of M/S.....(Hereinafter referred to as “the borrower” or “You” which shall also mean the owners,successors,etc.) under the following terms and conditions:

A : PARTICULARS OF THE APPROVED FACILITY:

- i. Title of the Account :
- ii. Nature of Facility :
- iii. Facility Amount : Tk.
- iv. Purpose : working capital/fixed asset purchase/others.....
- v. Tenor :months with/without.....months grace period.
- vi. Interest Rate :% p.a. (arrear basis)
- vii. Penal Interest :% p.a. over and above interest rate
- viii. Installment :
- ix. Installment Start Date :
- x. Loan Expiry Date :
- xi. Prepayment Charge :% on prepayment/foreclosure amount plus 15% VAT.
- xii. Documentation Fee : TK:.....including 15% VAT.
- xiii. Processing Fee : TK:.....including 15% VAT.
- xiv. Fire Insurance Premium : Tk..... (To be paid through LBFL)
- xv. Life Insurance Premium : Tk..... (To be paid through LBFL)
- xvi. Mode of Disbursement :

B :PARTICULARS OF SECURITY:

- i. All usual standard charge documents.
- ii. Hypothecation of inventory/goods/machinery and all other present and future asset stored or to be stored at your shop/goodown/factory owned by you duly insured covering comprehensive risk with mortgage clause covering 110% above of the financed amount at your costs from LBFL's approved insurance companies.
- iii. You will have to provide insurance covering death risk of proprietor/key person of the business.
- iv. Hypothecation of present and future Bills receivables and book debt.
- v. Lien of Term Deposit Receipt (TDR) for TK:..... being% of the loan amount.

- vi.nos of post dated cheques (PDC) covering monthly/quarterly/scheduled installments of TK:..... each &undated security cheques covering principal and interest. All the cheques have to be crossed or A/C payee and drawn in favor of LBFL
- vii. Land & Building: Registered mortgage of land and building (details in attached schedule):
- viii. Personal Guarantee (P/G) :
 - a. P/G of Mr/Mrs.....
S/O, D/O or W/O.....
Address.....
 - b. P/G of Mr/Mrs.....
S/O, D/O or W/O.....
Address.....
 - c. P/G of Mr/Mrs.....
S/O, D/O or W/O.....
Address.....
- ix. Land & Building : Registered mortgage of land and building (details in enclose with separate sheet) with registered irrevocable power of attorney

C: CONDITIONS PRECEDENT :

The loan is available subject to receipt by LBFL of the following documents, in form and substance or evidence of compliance, satisfactory to the LBFL.

- i. This letter unconditionally accepted by you/yourselves.
- ii. Payment of processing, documentation & other required fees.
- iii. The Facility Agreement covering detailed term & conditions of the Loan.
- iv. Compliance with applicable regulatory and legal requirements.
- v. Clean CIB report must be obtained before disbursement of the loan.
- vi. Completion of LBFL's required security documents duly signed by the authorized signatories of the borrower,
- vii. In the event the borrower is a limited company then a resolution from the Board of Directors needs to be obtained covering the authority of the availing the loan amount and executing the documentation and detailing the signatories authorized to execute necessary applications along with their specimen signature/s.
- viii. Only executed any other documents required by LBFL
- ix. Existing liability withamount BDT.....(appx) will be taken over by LBFL from proposed facility.
- x. Existing liability withamount BDT.....(appx) will be adjusted by the client from his own sources before disbursement of the proposed facility; The client will submit adjustment certificate to LBFL.

D: OTHER TERMS & CONDITIONS :

- i. The interest rate & the installment size may also be revised in the event of change in LBFL's cost of fund at the discretion of LBFL with or without delivering any notice.
- ii. All other fees and charges relating to mortgage formalities, genuineness search, legal fees, survey or any other documentation related jobs will be borne by the client in addition to SL # A(xii) & A(xiii)
- iii. The borrower shall submit a quarterly stock and receivables statement. The stock shall be valued on the basis of cost price/market value whichever is lower.

- iv. The borrower shall ensure that the facility is utilized for the purpose granted and any deviation may be construed as a breach of contract and will not be acceptable by LBFL. Such deviation will result in the immediate recall of the credit facility.
- v. The borrower Agrees to provide any financial/other information as the LBFL may reasonably request from time to time.
- vi. The borrower hereby covenants that during the continuance of the facilities by LBFL, NOC from our LBFL to be obtained prior to avail any credit facility either in the name of the business or in your personal name of the owners from any other Bank/Financial Institution.
- vii. Any change in the constitution of the entity and/or address of the sales outlet/factory/go down shall not take place without a NOC from LBFL.
- viii. LBFL reserves the right to make amendments of any terms and condition detailed in this sanction advice at its discretion.
- ix. This credit facility is granted under, and subject to, the conditions and limitations set out and specified by the Bangladesh Bank and other competent authorities from time to time and you will abide by the rules and the borrower regulations issued by the Bangladesh Bank and other competent authorities.
- x. The hypothecated stock shall be inspected periodically at the LBF's discretion by its representative and the borrower shall facilitate the same.
- xi. **EVENT OF DEFAULT**
Any or all of the following may be treated as Event of Defaults by LBFL:
 - a. **Change in Material Circumstances:** Any material adverse circumstances arise which in the opinion of the LBFL gives rise to a belief or suspicion that you (The Borrower) may not (or may be unable to) perform your obligations hereunder.
 - b. **Non-Payment:** If you do not pay in the manner provided in this sanction letter or the Facility Agreement any sum payable under it when falls due.
 - c. **Breach of Other Obligations:** If you do not perform or comply with any one or more of your obligations under this sanction letter or other security Documents with the LBFL.
- xii. If Bangladesh Bank for any reason does not approve refinancing then interest would be charged at prevailing interest rate & penal interest would be charged @ 4% p.a. above interest rate from the date of disbursement.
- xiii. LBFL preserves right and discretion to set-off and have general lien against the balance amount of money deposited in any account maintained by you/your Guarantor(s) and/or any money retained in any funds(s) from participated by you or Guarantor(s) with us and payable by LBFL.
- xiv. You will be responsible to renew the trade license, insurance policy (if required) and any other legal documents to continue business when due within the currency of the loan.
- xv. Any repayment of the loan whether in part or full facilities will be attributable in the following order: first charges, then interest & thereafter Principal.
- xvi. The facilities may be withdrawn by the LBFL at its absolute discretion without assigning any reason at any time by giving 15 days prior written notice to you and in that event all the outstanding shall be immediately repaid. In the event that you have any outstanding at the date of dispatch of such notice, no further withdrawals will be permitted. Unless otherwise specified, you are required to pay all the amounts outstanding hereunder or pursuant hereto in respect of the above-mentioned credit facilities/ line(s) within 15 days of demands made by LBFL.
- xvii. **Dispute:** In the event of any dispute between you and LBFL, it shall be resolved amicably. In the event of failure to resolve it shall be referred to the competent court(s) in Bangladesh. The dispute shall be governed by and construed in accordance with the laws of People's Republic of Bangladesh.

Kindly confirm your acceptance and understanding of the foregoing terms and conditions by signing on the DUPLICATE copy of this letter and return to LBFL. Please call on us any working day for completion of the necessary formalities. We look forward to a longhand mutual beneficial relationship. Please note that our approval of loan is valid for 15 days from the date of issuance of this letter for your acceptance.

Yours sincerely,

Authorized Signature

Authorized Signature

Accepted.....
(Signature with seal & Date)

Mortgage Property details are given below:

Area of land	Owner's name	Details address	Khatian No	Dag No.	Remarks
		Mouza	CS	CS	
		SRO	SA	SA	
		Thana	RS	RS	
		District	BS/DCC	BS	
			Mutation	Mutation	
		Mouza	CS	CS	
		SRO	SA	SA	
		Thana	RS	RS	
		District	BS/DCC	BS	
			Mutation	Mutation	
		Mouza	CS	CS	
		SRO	SA	SA	
		Thana	RS	RS	
		District	BS/DCC	BS	
			Mutation	Mutation	

Authorized Signature

Authorized Signature

Accepted.....
(Signature with seal & Date)

LOAN AGREEMENT

No.

This Loan Agreement is made on this the _____ day of _____, _____.

BETWEEN

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh having registered office at Safura Tower (Level 11), 20, Kemal Ataturk Avenue, Banani, Dhaka, hereinafter referred to as the "Lender" (which expression unless excluded by or repugnant to the context will mean and include its successor-in-interest, legal representatives, administrators, assigns).

AND

hereinafter referred to as the "Borrower" (which expression unless excluded by or repugnant to the context will mean and include its successor-in-interest, legal representatives, administrators, permitted assigns).

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Agreement, the following capitalized expressions shall have (save where the context otherwise requires) the meanings respectively attributed to them:

'ADVANCE' means each advance made or to be made following delivery of a drawing notice.

'AGREEMENT' means this Agreement between the Borrower and the Lender executed on the date first above written, and also includes any amendment of it made from time to time.

'AVAILABILITY PERIOD' unless otherwise agreed by the Lender in writing, means with respect to the Facility _____ months/days from the date of signing this Agreement within which the Facility shall be available to the Borrower.

'BANK BASIS' means the basis calculated by using a multiplier consisting of the actual number of days elapsed divided by 360.

'BUSINESS DAY' means a day on which banks and financial institutions are open for business in Dhaka.

'ENCUMBRANCE' means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any security interest whatsoever, howsoever created or arising and whether relating to existing or future assets.

'EVENT OF DEFAULT' means any of the events mentioned in Clause 9.1.

'FACILITY' means _____ facility granted by the Lender in favour of the Borrower as detailed in clause 2.1 hereunder.

'INTEREST PAYMENT DATES' mean the interest payment dates, which shall be determined upon the date of the disbursement of the Facility. In event that the date of disbursement falls on a certain period, Interest Payment Date shall be determined accordingly in following manners:

	Period of Disbursement	Interest Payment Date
(a)	From 26 th of the preceding month to 5 th day of the current month	5 th day of that current month
(b)	From 6 th to 15 th day of the current month	15 th day of that current month
(c)	From 16 th to 25 th of the current month	25 th day of that current month

provided that, if any such day is not a Business Day, the Interest Payment Date which would otherwise fall on that day shall fall on the immediately preceding Business Day.

'LOAN' means the aggregate amount granted by the Lender to the Borrower under the Loan Agreement and for the time being outstanding.

'LOAN DOCUMENTS' means all the agreements, deeds, instruments and documents executed between the Borrower and the Lender or in favour of the Lender, including the Security Documents, for effecting the Facility contemplated hereunder.

'MATERIAL ADVERSE EFFECT' or **'MATERIAL ADVERSE CHANGE'** means the effect or change of any event or circumstance which in the opinion of the Lender is or is reasonably likely to be materially adverse to the ability of the Borrower to perform or comply with any of its material obligations under the Loan and Security Documents in a timely manner; or is or is reasonably likely to be prejudicial in a material and adverse respect to the interests of the Lender under the Loan Documents.

'REPAYMENT DATES' means the dates to be fixed for repayment of the principal amount along with interest of the Facility as described in clause 5.1 hereinafter.

'SECURITY DOCUMENTS' mean the documents listed in the Schedule herein below.

'TAXES' includes all present and future taxes, levies, imposts, deductions, charges, stamp duties and withholdings whatsoever, including all liabilities in respect thereto.

2. THE FACILITY

2.1 The Lender hereby grants to the Borrower the Facility of
Tk. _____ (Taka _____)
only, which shall be available within the Availability Period subject to Clause 6.1 hereunder.

2.2 Unless otherwise agreed by the Lender in writing, any part of the Facility remaining undrawn after the Availability Period shall be automatically cancelled; or at any time repaid or recovered from the Borrower shall be treated as a reduction in the Facility and shall not be available for re-borrowing. Should any Advance not be made by reason of non-fulfillment of any of the provisions set out herein, the Borrower shall on demand indemnify the Lender against all losses and expenses suffered by it in liquidating or otherwise employing deposits from third parties acquired or arranged to fund the Advance following receipt of the drawing notice in respect of such Advance.

3. PURPOSE:

3.1 The Facility shall be utilized for the purpose of _____
_____.

3.2 The Borrower hereby agrees and confirms that the Borrower shall submit to the Lender records, papers/documents, information etc. as may be required by the Lender from time to time evidencing the utilization of the Facility for the purposes as mentioned in the preceding clause.

4. INTEREST AND OTHER CHARGES

4.1 The Facility shall be subject to interest @ _____% per annum.

In case of the Loan is an SME loan under the refinancing scheme of Bangladesh Bank, initial interest rate of the Loan shall be _____. The Borrower hereby acknowledges, agrees and confirms that if Bangladesh Bank for any reason does not approve refinancing then the Facility shall be subject to interest @ _____% p.a. However, the Lender shall have the right to review and revise the interest rate at any time considering the market scenario.

4.2 The Borrower shall pay the interest to the Lender on the Interest Payment Dates. Interest shall accrue from day to day calculated on Bank Basis and if any Repayment Date falls on a non Business Day, interest shall be payable on the next succeeding Business Day. Interest shall accrue on the outstanding liabilities against the Facility granted even though the account or accounts in the Borrower's name are closed, become dormant or are subject to litigation, until full settlement of all outstanding liabilities with the Lender.

5. REPAYMENT

5.1 Subject to the terms and conditions herein, repayment of the principal amount along with interest under the Facility shall be made in _____ (_____) monthly/quarterly installments. The

parties hereto agree that repayment schedule of the Facility shall be determined by the Lender upon disbursement of the Facility and shall be provided to the Borrower in writing on the same date on which final disbursement shall be made. Balance outstanding, if any shall be paid with the last installment.

- 5.2 If the Borrower fails to pay any amount in accordance with this Agreement, the Borrower shall pay interest on that amount from the date of default up to the date of actual payment at the rate of _____% above the interest rate determined in Clause 4.1. In case of the Loan is an SME loan under the refinancing scheme of Bangladesh Bank, the Borrower shall pay interest on that amount from the date of default up to the date of actual payment at the rate of _____% above the interest rate determined in Clause 4.1. If Bangladesh Bank for any reason does not approve refinancing, the Borrower shall pay interest on that amount from the date of default up to the date of actual payment at the rate of _____% above the interest rate of _____% as determined in Clause 4.1. Such interest shall be payable at the end of each such designated period and so long as the sum remains unpaid, such rate shall be re-calculated on the same basis at the end of such period and notified by the Lender to the Borrower.
- 5.3 All payments by the Borrower under this Agreement shall be made net of all taxes or other deductions and if any withholding tax is required to be paid, then all relevant payments will be grossed up by the Borrower accordingly. The Borrower shall indemnify the Lender for such taxes paid by the Lender and shall provide appropriate documentation, including receipts, when requested to indicate payment by the Borrower of such taxes. If any repayment date falls on a non Business Day, repayment shall be made on the next succeeding Business Day and/or if that Business Day falls in the next calendar month of the year, on the preceding Business Day.

6. CONDITIONS PRECEDENT

- 6.1 The obligation of the Lender to make the disbursement of the Facility is subject to prior fulfillment of the following conditions:

6.1.1 the Lender has received :

- A) In case of the Borrower being a company:
 - (i) a copy of the Certificate of Incorporation of the Borrower (ii) the latest copy of the Memorandum and Articles of Association of the Borrower (iii) the copy of last Annual Return (Form X) (iv) Notice of situation of Registered Office (Form VI) of the Borrower, duly certified to be a true copy by the Registrar of the Joint Stock Company or such relevant authority (as the case may be); (v) Approval by the Board of Directors of the Borrower:
 - a) for availing the Loan of a maximum sum of Tk. _____ only under the terms and conditions of this Agreement and the other Loan Documents;
 - b) for the execution of the Loan and Security Documents; and
 - c) for authorizing such person(s) to execute the Loan and Security Documents for and on behalf the Borrower;
 - B) Evidence that the Borrower has obtained or will obtain all governmental and other authorisations, approvals, licences, consents and exemptions of, and made all declarations to, governmental and other regulatory authorities and agencies, for the execution by the Borrower of this Agreement, the other Loan Documents, for the borrowing of the Loan hereunder, for the payment of all amounts due to the Lender in connection with the Loan, for the observance and performance by the Borrower of its obligations and duties hereunder and for all other matters and things contemplated by this Agreement and to render this Agreement and such other documents legal, valid, enforceable and admissible in evidence;
 - C) Loan Documents duly executed and perfected;
 - D) Payment of all fees;
 - E) Satisfactory CIB report;

7. REPRESENTATION & WARRANTIES:

- 7.1 The Borrower acknowledges that the Lender has entered into this Agreement in reliance on representations made by the Borrower in the following terms and the Borrower hereby accordingly warrants and represents to the Lender that:

- 7.1.1 the Borrower is validly existing under the laws of Bangladesh and has the power to own its own assets and to conduct the business which it conducts and/or proposes to conduct;
- 7.1.2 the signing and delivery of the Loan and Security Documents and the performance of any transactions contemplated there under will not (i) contravene or constitute a default under any provision contained in any constitutional documents of the Borrower, any agreement, instrument, law, judgment, order, license, permit or consent by which the Borrower or any of its assets is bound or affected; (ii) oblige the Borrower to

create or result in the existence of any encumbrance over any of its assets or result in any breach of any law, order, judgment or agreement;

- 7.1.3 the Borrower has power under its constitution to enter into and execute the Loan and Security Documents and to exercise its rights and perform its obligations pursuant thereof and all corporate or other actions required to authorize the execution and performance by the Borrower of its obligations thereunder has been duly taken, including the obtaining of all requisite consents or approvals of, or exemptions by, any state, governmental or public bodies and authorities;
- 7.1.4 all acts, conditions, filings, registration and things required by law to be carried out, fulfilled and performed in order to ensure that the obligations of the Borrower contained in the Loan and Security Documents are legal, valid and enforceable and to make the Loan and Security Documents admissible in evidence in the courts have been carried out;
- 7.1.5 no liquidation or insolvency proceedings or no litigation, arbitration or administrative proceeding or claim which might by itself or together with any other such proceedings or claims either have a Material Adverse Effect on its business, assets or condition or materially and adversely affect its ability to observe or perform its obligation under this Agreement, is presently in progress or pending or, to the best of the knowledge of the Borrower, threatened against the Borrower or any of its assets;
- 7.1.6 there has been no Material Adverse Change in the financial condition of the Borrower which in the opinion of the Lender would be likely to adversely affect the Borrower's ability to meet its financial obligations in respect of this Agreement or any other Loan Documents;
- 7.1.7 the Borrower has all the necessary rights, easements, licences and interests to enable it to operate its business in Bangladesh; all license, governmental and regulatory authorizations, consents and permits granted to the Borrower by the relevant regulatory authorities have been granted in due process of law to the best knowledge of the Borrower;
- 7.1.8 no event has occurred which constitutes, or which with the giving of notice and/or the lapse of time and/or a relevant determination would constitute an Event of Default, a contravention of, or default under, any agreement or instrument by which the Borrower or any of its assets are bound or affected which might either have a material adverse effect on the business, assets or condition of the Borrower or materially and adversely affect its ability to observe or perform its obligations hereunder;
- 7.1.9 the Borrower has good title to all its assets and there is no other Encumbrance over the assets of the Borrower and the Borrower is not a party to nor is it or any of its assets bound by any order, agreement or instrument under which the Borrower is or in certain events may be required to create, assume or permit to arise any Encumbrance;
- 7.1.10 to the Borrower's knowledge no legal proceedings has commenced or is threatened against the Borrower for the appointment of a receiver, administrator, trustee or similar officer to the Borrower or any or all of its assets and undertaking;
- 7.1.11 the Borrower has disclosed fully in writing to the Lender all facts relating to it which it knows or should reasonably know and which are material for disclosure to the Lender (or any of them) in the context of this Agreement;
- 7.1.12 the Borrower is not a guarantor, indemnifier or party to any agreement that would incur a financial or other obligation with respect to any third party's obligation that has not been disclosed to the Lender;
- 7.1.13 the Borrower either directly or indirectly, is not engaged in activity related to Money Laundering.
- 7.1.14 all necessary returns have been delivered by the Borrower to the relevant taxation authorities, the Borrower is not in default in the payment of any taxes of a material amount, and no material claim is being asserted with respect to Taxes which is not disclosed in financial statements referred to in clause 7.1.15;
- 7.1.15 the audited financial statements (including the income statement and balance sheet) of the Borrower for the year ended preceding the date of this Agreement or later have been prepared in accordance with accounting principles generally accepted in Bangladesh and consistently applied, give a true and fair view of the results of its operations for that year and the state of its affairs at that date and, in particular, accurately disclose all the liabilities (actual or contingent) of the Borrower;
- 7.1.16 all information supplied to the Lender is materially correct and not misleading and all projections are reasonably based and to the best of the Borrower's knowledge and belief there has been no material omission;

7.2 The representations and warranties in this Clause 7.1 shall be deemed to be repeated, updated mutatis mutandis at each such date, on the date of each Drawing Notice, on the making of each advance and on the first day of each Interest Period.

8. COVENANTS

8.1 The Borrower covenants with the Lender that, from the date hereof until all its liabilities under this Agreement have been discharged:

- 8.1.1 the Borrower will not create or permit to exist over all or any part of its business or assets (present or future) any Encumbrance, without the prior consent of each of the Lender, which will not be unreasonably withheld, except any Tax or other liens arising by the operation of law; provided that such lien is discharged within ninety (90) days after the date it is created or arises (unless contested in good faith by the Borrower in which case it shall be discharged within ninety (90) days after final adjudication).
- 8.1.2 the liabilities of the Borrower under this Agreement shall constitute direct, unconditional and secured obligation and will continue to rank at least equally and rateably (pari passu) in point of priority and security with all its other liabilities (both actual and contingent);
- 8.1.3 the Borrower undertakes not to incur any further debt obligation or loan or lease Loan of whatsoever nature outside the Loan or give any guarantee or lease any of its assets without prior written notice to the Lender;
- 8.1.4 the Borrower undertakes to pay when due all fees, duties, VAT and Taxes that are due to the Government of Bangladesh (except where waivers or deferrals have been granted by the Government of Bangladesh);
- 8.1.5 the Borrower undertakes to maintain all necessary and/or current insurance policies over all its assets, and the Borrower shall make the Lender co-loss payees to such policies;
- 8.1.6 the Borrower shall allow the Lender and/or its authorised representatives to inspect and visit the business site of the Borrower after giving due notice to the Borrower. The Borrower shall allow the Lender and/or authorized representatives to visit the premises where the business of the Borrower is conducted. The Lender and/or their authorised representatives shall have access to all books of accounts of the Borrower. The Borrower shall allow the Lender and/or its authorised representatives to seek any information from the agents or employees of the Borrower who have or may have knowledge of matters with respect to which the Lender seek information;
- 8.1.7 the Borrower will obtain and maintain in full force and effect all relevant authorisations, licenses and permits (governmental and otherwise) and will promptly obtain any further authorisation or renewal which may become necessary to enable it to perform any of the transactions contemplated by this Agreement and to conduct its business;
- 8.1.8 the Borrower shall not change the nature of its business without written consent of the Lender.
- 8.1.9 the Borrower undertakes to inform the Lender of any prevailing and/or potential breach of Representation & Warranties, , Events of Default, Covenants and occurrence of Material Adverse Change in the business, management or financial condition of the Guarantors.
- 8.1.10 in case of partnership concern, any of the partners shall not be able to resign without the prior consent of the Lender.
- 8.1.11 the Borrower will supply promptly to the Lender such additional financial or other information as it may from time to time request.
- 8.1.12 In case of the Borrower being a company, it hereby undertakes to deliver to the Lender:
 - a. as soon as they become available, but in any event within 120 days of the end of each of its financial periods (which shall not be longer than fifteen months), copies of its audited financial statements for that period and semi-annual management financial statements within 60 days of the end of each financial half years. Such statements shall: (i) contain an income statement, a balance sheet and a cash flow statement (ii) accurately disclose all its liabilities (actual or contingent) and also provide notes on the items of the financial statements as required by the Lender, (iii) be prepared in accordance with accounting principles for the time being generally accepted in Bangladesh and consistently applied by, and be certified without qualification by, a firm of independent accountants of recognised standing;
 - b. semi-annual management report summarizing the quarterly operations of the Borrower containing information on dispatch, sales revenue, profit, any major development etc;

9. EVENTS OF DEFAULT

9.1 An Event of Default will occur if:

- 9.1.1 the Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable;
- 9.1.2 there is a Material Adverse Change in the Borrower's financial position;
- 9.1.3 any security interest over any asset of the Borrower becomes enforceable or any execution or distress is levied against or any person is entitled to or does take possession of, the whole or any part of the assets or undertakings;
- 9.1.4 there is any change in the directives of the Government of Bangladesh which, in the opinion of the Lender, would prejudice the Borrower's ability to meet its financial obligations in respect of this Facility;
- 9.1.5 any indebtedness of the Borrower becomes due or capable of being declared due before its stated maturity, any guarantee or similar obligation of the Borrower is not discharged at maturity or when called or the Borrower goes into default under, or commits a breach of, any instrument or agreement relating to any such indebtedness, guarantee or other obligation;
- 9.1.6 any petition or application is made for the appointment of a trustee, administrator, receiver or similar officer in respect of all or any part of the business or assets of the Borrower;
- 9.1.7 the Borrower is insolvent or unable to pay its debts, stops or suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its indebtedness, begins negotiations or takes any other step with a view to the deferral, rescheduling or other readjustment of all or a material part of (or a particular type of) its indebtedness (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of (or of a particular type of) the indebtedness of the Borrower;
- 9.1.8 an encumbrancer takes possession of, or a trustee, administrator, receiver or similar officer is appointed in respect of all or any part of the business or assets of the Borrower or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within 7 (seven) days or any Encumbrance which may for the time being affect any of its assets becomes enforceable;
- 9.1.9 the Borrower convenes a meeting of its creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of, its creditors or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Borrower;
- 9.1.10 the Borrower changes or threatens to change the nature or scope of its business, suspends or threatens to suspend a substantial part of its present business or any governmental authority expropriates or threatens to expropriate all or part of its assets and the result of any of foregoing is, in the determination of the Lender, to affect or prejudice its financial condition or its ability to perform its obligations under this Agreement;
- 9.1.11 the Borrower fails to observe or perform any of its other obligations under this Agreement or the Security Documents including but not limited to the covenants or under any undertaking or arrangement entered into in connection herewith and, in case of a failure capable of remedy, the same is not remedied within 15 (fifteen) days after the Borrower became aware of the failure, to the Lender's satisfaction;
- 9.1.12 any provision of this Agreement is or becomes for any reason, invalid or unenforceable or any consent or approval required by the Borrower for the performance of its obligations hereunder is revoked or modified.

9.2 On the occurrence of the event under Clause 9.1, the Lender may declare the Loan to be immediately due and payable whereupon:

- a) it shall become so due and payable, together with accrued interest thereon and any other amounts then payable under this Agreement; and/or
- b) no further advances under the Loan shall be made and the Loan will be cancelled; and/or
- c) the Lender shall be entitled to enforce the Security Documents.

9.3 No waiver of an Event of Default shall constitute a waiver of any other or any subsequent Event of Default or of the continuance of the Event of Default so waived except in accordance with the specified terms of such waiver.

10. INDEMNITY

The Borrower shall fully indemnify the Lender from and against any expense, loss, damage or liability which it may incur as a consequence of the occurrence of any Event of Default or arising out of or in connection with the performance or non-performance by the Borrower of any of its obligation under this Agreement.

11. SET-OFF

The Borrower authorizes the Lender to apply any credit balance to which the Borrower is entitled on any account of the Borrower with Lender in satisfaction of any sum due and payable from the Borrower to Lender hereunder but unpaid; for this purpose. Lender shall not be obliged to exercise any right given to it by this Clause.

12. ASSIGNMENTS

The Borrower shall not be entitled to assign or transfer all or any of its rights, benefits and obligations hereunder except with the approval of Lender, but the Lender may, at any time, assign all or any of its rights, benefits and obligations hereunder.

13. NOTICES

Any notice, request or other communication required or permitted to be given or made under this Agreement to Lender or to the Borrower shall be in writing to the addresses stipulated hereunder. Such notice, request or other communication shall be deemed to have been duly given or made where it shall be delivered by hand, air mail, cable or telex to the party to which it is required or permitted to be given or made at the address as mentioned in this agreement before. Any communication or document to be made or delivered to Lender shall be effective only when received by Lender.

14. RECALL OF THE LOAN

The Lender reserves the right to call back the Loan extended to the Borrower at any time without assigning any reason whatsoever and in that event, the Borrower has to settle all outstanding with the Lender immediately.

15. MISCELLENEOUS

- 15.1 There shall be one original set of this Agreement and other Loan and Security Documents which shall be retained by the Lender.
- 15.2 Time shall be of the essence of this Agreement, but no failure to or delay in exercise by the Lender of any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 15.3 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 15.4 The Loan Agreement shall be governed by and construed in accordance with the laws of Bangladesh and shall be subject to the jurisdiction of the Courts of Bangladesh.
- 15.5 The following expenses shall be on account of the Borrower:
 - a. all stamp duties, registration fees and other governmental charges incurred or assessed on or in respect of this Agreement and/or any other documents contemplated thereby;
 - b. all other reasonable costs, charges, expenses and legal fees in relation to this Agreement and/or any other documents contemplated thereby, including legal fees expended by the Lender in enforcement of this Agreement and/or Security Documents.

AS WITNESS THE HANDS OF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO THE DAY AND YEAR FIRST BEFORE WRITTEN.

For and on behalf of :

LANKABANGLA FINANCE LIMITED

SIGNATURE OF THE BORROWER

Name :

Designation :

Name :

Designation :

In witness of :

In witness of :

Name :

Address :

Name :

Address :

SCHEDULE

Sl. Nos.	Security	Instrument
1.	Guarantee by the Guarantors undertaking repayment of the Debt obligation of the Borrower under the Loan Agreement	Deed of Personal guarantee to be executed by the following Guarantors in favour of the Lender: 1. _____ 2. _____
2.	_____ post dated cheques will be given by the Borrower covering the _____	_____ post-dated cheques duly executed in blank will be furnished to the Lender.
3.	Such other security documents to be executed by the Borrower in favour of Lender	Promissory Note along with Letter of Continuity etc.
4.		

LETTER OF CONTINUATION

Date: _____

LANKABANGLA FINANCE LIMITED

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

(hereinafter referred to as the "Lender" which expression unless excluded by or repugnant to the context will mean and include its successor-in-interest, legal representatives, administrators, assigns).

Dear Sir,

I/we,

_____, beg to enclose a Demand Promissory Note dated on or about this Letter of Continuity for Tk. _____ (Taka _____) only (the 'Facility'), signed by me that is given to the Lender as security for the payment of Facility granted to me/us pursuant to a Facility Agreement No. _____ dated _____ executed among the Lender and me/us (collectively referred to as the 'Lease Agreement') and the said Promissory Note is to be a security to the Lender 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.

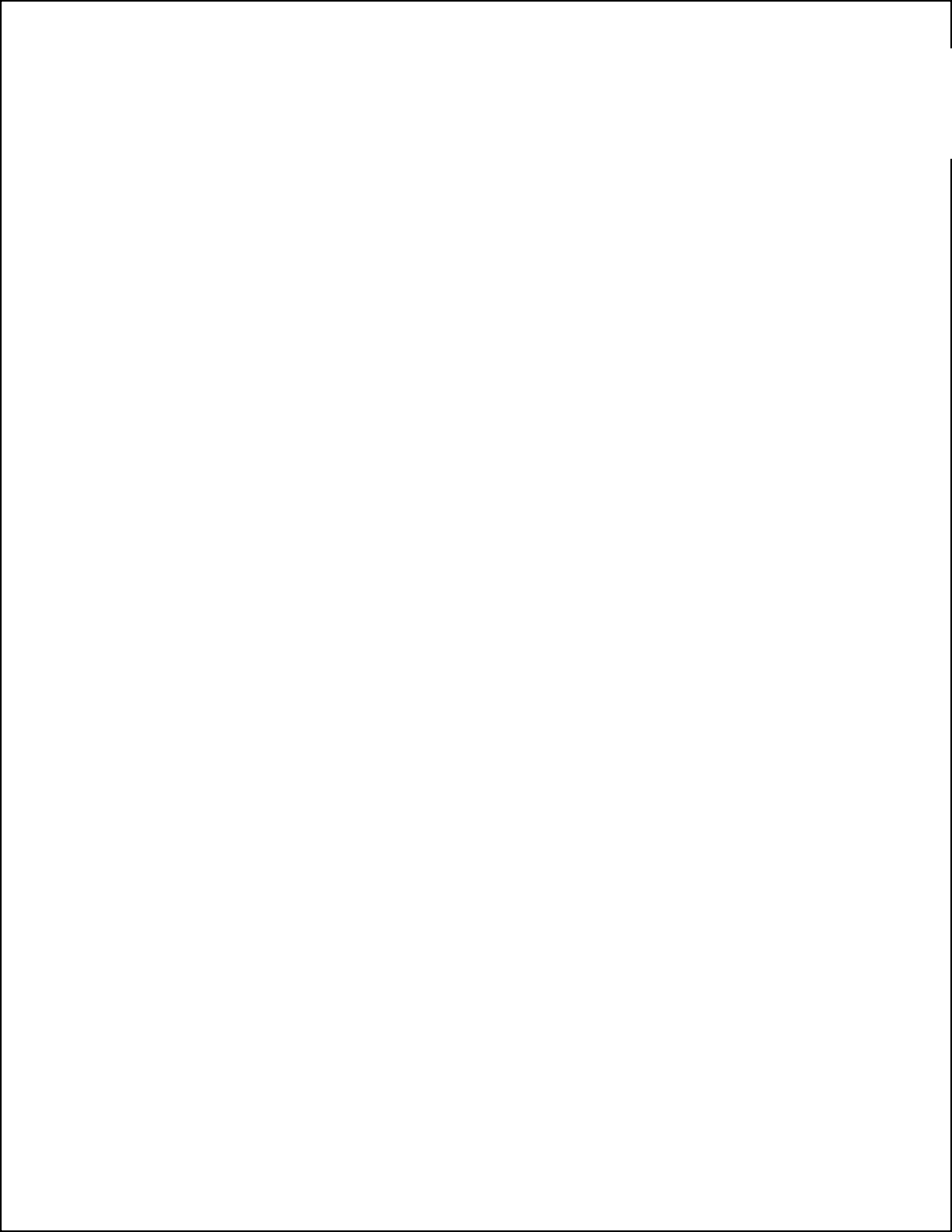
It is understood that the Lender is at liberty to take such steps as it considers expedient in order to enforce payment of the Promissory Note at any time after its notice demanding payment has been posted and default made in payments for 3 days after posting such notice and that this guarantee shall 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/we shall be liable to the Lender for payment of the amount mentioned in the said Promissory Note together with interest thereon; and that the limitation of the said Promissory Note shall be suspended in accordance with the Limitation Act, 1908 (and any amendment thereto) until I/we default in payment of Facility, and the limitation shall start from the date of default.

Yours faithfully,

Name:

Address:



DEMAND PROMISSORY NOTE

Date: _____

TO,

LANKABANGLA FINANCE LIMITED

Safura Tower (Level 11)

20, Kemal Ataturk Avenue

Banani, Dhaka- 1213

hereinafter referred to as the "Lender" which expression where the context so admits shall include its respective successors-in-interest, administrators and assigns

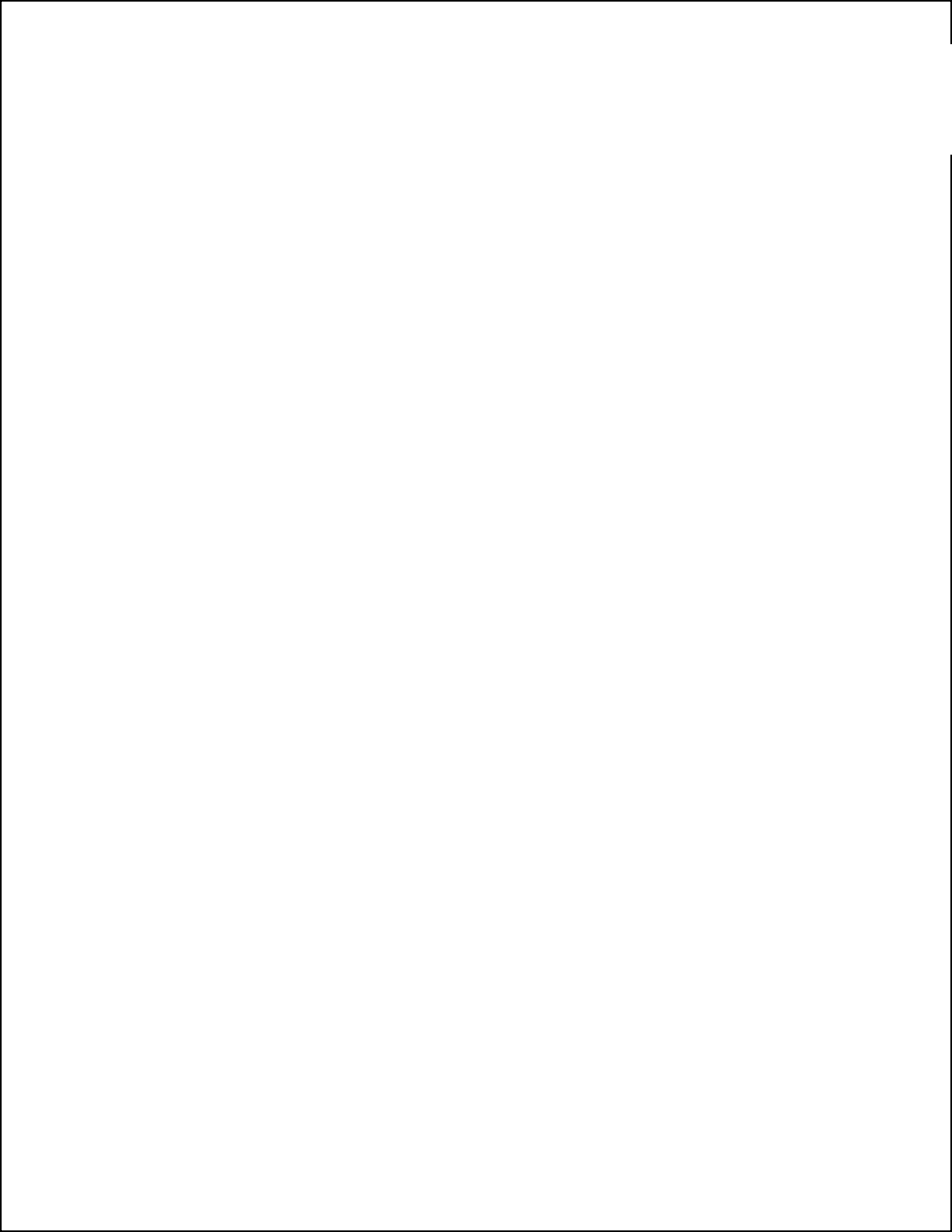
On Demand I/we, _____

promise to pay to the Lender 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 dishonor in terms of section 98(a) of the Negotiable Instrument Act of 1881.

Name:

Address:



PERSONAL GUARANTEE

Dated:

BY

(Hereinafter referred to as the "Guarantor")

IN FAVOUR OF

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the laws of Bangladesh having registered office at Safura Tower (Level 11), 20, Kemal Ataturk Avenue, Banani, Dhaka- 1213 (hereinafter referred to as the "Lender")

WHEREAS:

- A. By a Loan Agreement no. _____ dated _____ (the "Loan Agreement") between the Lender and _____

(hereinafter referred to as the "Borrower"), the Lender has granted credit facilities of Tk. _____
(Taka _____) only (the "Facility") to the Borrower.
- B. Pursuant to the terms and conditions of the Loan Agreement, this Guarantee is executed by the Guarantor in favor of the Lender for securing the payment of the Facility including all interest, charges, fees, commissions, etc. (Loan Obligations) to the extent provided hereunder.

IN WITNESS WHEREOF THE PARTIES HERETO AGREE THAT:

1.1 Definitions

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

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable, non-negotiable instruments, guarantees, indemnities, other assurances against financial loss and any other documents /instruments which contain/evidence an obligation (with/without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Borrower or any other person liable and includes any documents or instruments creating or evidencing a mortgage, charge (whether fixed or floating), pledge, guarantee, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

"Guarantee" includes each separate stipulation or agreement by the Guarantor contained in this Guarantee;

'Guaranteed Liabilities' the debt obligations of the Borrower under the Loan Agreement including, without limitation, commission to date of payment at such rates and upon such terms as may from time to time be agreed, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Lender in relation to any such moneys, obligations or liabilities or generally in respect of the Borrower, the Guarantor or any Collateral Instrument.

"Incapacity" means the death, bankruptcy, unsoundness of mind or insolvency;

2 Guarantee

- 2.1 In consideration of the Lender agreeing to grant the Facility to the Borrower pursuant to the Loan Agreement, the Guarantor hereby guarantees to pay to the Lender immediately on demand by the Lender the Guaranteed Liabilities of the Borrower, now or hereafter due, owing or incurred by the Borrower to the Lender under or pursuant to the Loan Agreement and other Security Documents when the same become due for payment/ discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, present, future or contingent, joint/several, incurred as principal or surety, originally owing to the Lender or purchased or otherwise acquired by it or in any other manner whatsoever.
- 2.2 As a separate and independent stipulation, the Guarantor agrees that if any purported obligation or liability of the Borrower which would have been the subject of this Guarantee is not or ceases to be valid or enforceable against the Borrower on any ground whatsoever whether or not known to the Lender, including, without limitation, any irregu-

lar exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of the Borrower or any legal or other limitation, whether under the Limitation Act or otherwise or any disability or Incapacity or any change in the constitution of the Borrower, the Guarantor shall nevertheless be liable to the Lender in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were the principal debtor in respect thereof. The Guarantor hereby agrees to keep the Lender fully indemnified on demand against all damages, losses, costs and expenses, penal interest arising from any failure of the Borrower to perform or discharge any such purported obligation or liability.

- 2.3 Any certificate or determination of the Lender as to the Guaranteed Liabilities shall, in the absence of manifest error, be binding and conclusive on and against the Guarantor.
- 2.4 The liability of the Guarantor shall not be affected, nor shall this Guarantee be discharged or reduced by reason of (i) The Incapacity of the Borrower or any other person liable; or (ii) The Lender granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of the Borrower or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Borrower or any other person liable.
- 2.5 The Lender shall not be obliged to make any claim or demand on the Borrower or to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to it before enforcing this Guarantee and no action taken or omitted by the Lender in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Guarantor under this Guarantee, nor shall the Lender be obliged to apply any money or other property received or recovered in consequence of any enforcement or realization of any such Collateral Instrument or other means of payment in reduction of the Guaranteed Liabilities.
- 2.6 The Guarantor agrees that, without the prior written consent of the Lender, he will not : (i) exercise his rights of subrogation, reimbursement and indemnity against the Borrower or any other person liable; (ii) demand or accept payment in whole or in part of any indebtedness now or hereafter due to the Guarantor, from the Borrower or from any other person liable or demand or accept any Collateral Instrument in respect of the same or dispose of the same; (iii) claim any set-off or counterclaim against the Borrower
- 2.7 All payments to be made by the Guarantor under this Guarantee shall be made in full, without any set-off or counterclaim whatsoever and clear of any deduction or withholding on the due date to the account of the Lender.

3. Miscellaneous:

3.1 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 judgment, decree or permit to which the Guarantor is subject, (ii) conflict with, or result in any breach or constitute a default under, any agreement or other instrument to which the Guarantor is a party/bound or his property is bound, or (iii) oblige the Guarantor to create any encumbrance on any of the Guarantor's undertakings, assets, rights (c) No litigation, arbitration or any 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.

3.2 The Guarantor authorizes but not obliges the Lender to apply any credit balance to which the Guarantor is then entitled on any account of the Guarantor with the Lender at any of their branches in or towards satisfaction of any sum then due and payable from the Guarantor to the Lender under this Guarantee.

3.3 This Guarantee shall be binding upon the Guarantor and his/her heirs and legal representatives in title.

3.4 The Guarantor may not assign or transfer any of his rights or obligations under this Guarantee.

3.5 The Guarantor shall reimburse the Lender on demand for all legal/other costs, charges and expenses on a full and unqualified indemnity basis, which may be incurred by the Lender in relation to the enforcement on this Guarantee.

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):-

- 1.
- 2.

Name:
Address:

PERSONAL GUARANTEE

BY

Dated:

(Hereinafter referred to as the "Guarantor")

IN FAVOUR OF

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the laws of Bangladesh having registered office at Safura Tower (Level 11), 20, Kemal Ataturk Avenue, Banani, Dhaka- 1213 (hereinafter referred to as the "Lender")

WHEREAS:

C. By a Loan Agreement no. _____ dated _____ (the "Loan Agreement") between the Lender and _____

(hereinafter referred to as the "Borrower"), the Lender has granted credit facilities of Tk. _____ (Taka _____) only (the "Facility") to the Borrower.

D. Pursuant to the terms and conditions of the Loan Agreement, this Guarantee is executed by the Guarantor in favor of the Lender for securing the payment of the Facility including all interest, charges, fees, commissions, etc. (Loan Obligations) to the extent provided hereunder.

IN WITNESS WHEREOF THE PARTIES HERETO AGREE THAT:

1.1 Definitions

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

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable, non-negotiable instruments, guarantees, indemnities, other assurances against financial loss and any other documents /instruments which contain/evidence an obligation (with/without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Borrower or any other person liable and includes any documents or instruments creating or evidencing a mortgage, charge (whether fixed or floating), pledge, guarantee, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

"Guarantee" includes each separate stipulation or agreement by the Guarantor contained in this Guarantee;

"Guaranteed Liabilities" the debt obligations of the Borrower under the Loan Agreement including, without limitation, commission to date of payment at such rates and upon such terms as may from time to time be agreed, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Lender in relation to any such moneys, obligations or liabilities or generally in respect of the Borrower, the Guarantor or any Collateral Instrument.

"Incapacity" means the death, bankruptcy, unsoundness of mind or insolvency;

2 Guarantee

2.1 In consideration of the Lender agreeing to grant the Facility to the Borrower pursuant to the Loan Agreement, the Guarantor hereby guarantees to pay to the Lender immediately on demand by the Lender the Guaranteed Liabilities of the Borrower, now or hereafter due, owing or incurred by the Borrower to the Lender under or pursuant to the Loan Agreement and other Security Documents when the same become due for payment/ discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, present, future or contingent, joint/several, incurred as principal or surety, originally owing to the Lender or purchased or otherwise acquired by it or in any other manner whatsoever.

2.2 As a separate and independent stipulation, the Guarantor agrees that if any purported obligation or liability of the Borrower which would have been the subject of this Guarantee is not or ceases to be valid or enforceable against the Borrower on any ground whatsoever whether or not known to the Lender, including, without limitation, any irregu-

lar exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of the Borrower or any legal or other limitation, whether under the Limitation Act or otherwise or any disability or Incapacity or any change in the constitution of the Borrower, the Guarantor shall nevertheless be liable to the Lender in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were the principal debtor in respect thereof. The Guarantor hereby agrees to keep the Lender fully indemnified on demand against all damages, losses, costs and expenses, penal interest arising from any failure of the Borrower to perform or discharge any such purported obligation or liability.

- 2.4 Any certificate or determination of the Lender as to the Guaranteed Liabilities shall, in the absence of manifest error, be binding and conclusive on and against the Guarantor.
- 2.4 The liability of the Guarantor shall not be affected, nor shall this Guarantee be discharged or reduced by reason of (i) The Incapacity of the Borrower or any other person liable; or (ii) The Lender granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of the Borrower or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Borrower or any other person liable.
- 2.5 The Lender shall not be obliged to make any claim or demand on the Borrower or to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to it before enforcing this Guarantee and no action taken or omitted by the Lender in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Guarantor under this Guarantee, nor shall the Lender be obliged to apply any money or other property received or recovered in consequence of any enforcement or realization of any such Collateral Instrument or other means of payment in reduction of the Guaranteed Liabilities.
- 2.8 The Guarantor agrees that, without the prior written consent of the Lender, he will not : (i) exercise his rights of subrogation, reimbursement and indemnity against the Borrower or any other person liable; (ii) demand or accept payment in whole or in part of any indebtedness now or hereafter due to the Guarantor, from the Borrower or from any other person liable or demand or accept any Collateral Instrument in respect of the same or dispose of the same; (iii) claim any set-off or counterclaim against the Borrower
- 2.9 All payments to be made by the Guarantor under this Guarantee shall be made in full, without any set-off or counterclaim whatsoever and clear of any deduction or withholding on the due date to the account of the Lender.

3. Miscellaneous:

- 3.1 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 judgment, decree or permit to which the Guarantor is subject, (ii) conflict with, or result in any breach or constitute a default under, any agreement or other instrument to which the Guarantor is a party/ bound or his property is bound, or (iii) oblige the Guarantor to create any encumbrance on any of the Guarantor's undertakings, assets, rights s (c) No litigation, arbitration or any 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.
- 3.2 The Guarantor authorizes but not obliges the Lender to apply any credit balance to which the Guarantor is then entitled on any account of the Guarantor with the Lender at any of their branches in or towards satisfaction of any sum then due and payable from the Guarantor to the Lender under this Guarantee.
- 3.3 This Guarantee shall be binding upon the Guarantor and his/her heirs and legal representatives in title.
- 3.6 The Guarantor may not assign or transfer any of his rights or obligations under this Guarantee.
- 3.7 The Guarantor shall reimburse the Lender on demand for all legal/other costs, charges and expenses on a full and unqualified indemnity basis, which may be incurred by the Lender in relation to the enforcement on this Guarantee.

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.

**LETTER OF HYPOTHECATION BY WAY
OF FLOATING CHARGE**

This LETTER OF HYPOTHECATION is executed on this the _____ day of _____, _____:

BY

, hereinafter called the 'Borrower', (which expression shall unless excluded by or repugnant to the context mean and include its successors-in-interest, legal representatives, administrators and assignees);

IN FAVOUR OF

LANKABANGLA FINANCE LIMITED, a non-banking financial institution incorporated under the relevant laws of Bangladesh, having registered office at Safura Tower (Level 11), 20, Kemal Ataturk Avenue, Banani, Dhaka- 1213, hereinafter referred to as the 'Lender' (which expression unless excluded by or repugnant to the context will mean and include its successor-in-interest, legal representatives, administrators, assigns).

WHEREAS

- A. Pursuant to a Loan Agreement No. _____ dated _____ executed among the Lender and the Borrower (the 'Loan Agreement'), the Lender has agreed to grant the Borrower term loan/_____ of Tk. _____ (Taka _____) only (the 'Loan') under the terms and conditions therein;
- B. The execution and delivery of this Letter of Hypothecation by the Borrower is one of the conditions precedent to the Lender granting the Loan to the Borrower under the Loan Agreement.

NOW THIS LETTER WITNESSES as follows:

In consideration of the Lender granting the Borrower Loan on the terms and conditions set forth in the Loan Agreement, the Borrower hereby hypothecates to the Lender by way of a first priority floating charge with full title guarantee of all fixed and current assets including but not limited to plant, machinery, book debts, receivables, equipment, stocks, revenues etc. both present and future, belonging to the Borrower and all insurance proceeds and all payments or money payable thereunder to the Borrower and all documents of title and all contracts and other documents whatsoever relating to such assets, in which the Borrower may from time to time have an interest (hereinafter collectively called the "Hypothecated Property") to secure as a continuing security until full repayment of the Loan with interest on the terms and conditions in the Loan Agreement and all reasonable legal and other costs, charges and expenses incidental to this security and to the enforcement thereof (hereinafter called the "Secured Liabilities") and this security shall be kept in deposit with the Lender and the same may be enforceable by the Lender in an Event of Default by the Borrower under the Loan Agreement.

If an Event of Default occurs as defined in the Loan Agreement, the floating charge created hereby shall be crystallized and the Lender may in terms and conditions of the Loan Agreement, sell, assign or otherwise dispose of all or any part of the Hypothecated Property and/or transfer or negotiate any and all documents of title relating to the Hypothecated Property at such times, in such manner and generally on such terms and conditions and for such consideration (whether payable or deliverable immediately or by installments) as the Lender in its absolute discretion thinks fit. The Lender will apply the proceeds of any such disposal in or towards the discharge of the Secured Liabilities only when due and payable and in such order as the Lender may from time to time conclusively determine. If such proceeds are insufficient for such purpose, the Borrower hereby undertakes immediately to make good such deficiency.

The Borrower shall, if and whenever properly and legally required by the Lender:

- (a) execute, sign and deliver all transfers, delivery orders and other documents which the Lender may from time to time require for perfecting title to all or any part of the Hypothecated Property, or for vesting or enabling it/them to vest any of the Hypothecated Property in, or for facilitating delivery of the same to the Lender or nominees; and
- (b) do all such other acts and things as may be reasonably necessary or expedient for effecting, or in connection with, any sale or other disposition which the Lender may make in respect of all or any of the Hypothecated Property, including the execution of any necessary documents/instruments in connection thereof.

The Borrower hereby warrants and represents that: -

- (1) the Hypothecated Property is the Borrower's exclusive and absolute property in which no one else has any material claim, concern, right or interest of whatever nature and, as far as possible the Borrower shall use its best endeavours to ensure the same shall continue to be free from any defect of title;

- (2) the Hypothecated Property is free from encumbrances and charges and during the continuance of this security the Borrower shall not create any charge or encumbrance over or allow any material lien to arise or affect the Hypothecated Property without the consent of the Lender;
- (3) the Borrower has legal right, full power and absolute authority to so hypothecate the Hypothecated Property and, to the best of the Borrower's belief, the Borrower has not concealed any material fact from the Lender;
- (4) the Borrower has not prior to the date of these presents done, made, committed, caused or knowingly suffered to be done any act, deed or matter whereby or by reasons of which the right to so hypothecate has been or may be impaired;
- (5) the Borrower shall during the continuance of this security pay all rates, taxes, cesses, assessments and such other impositions as are or may be payable in respect of the Hypothecated Property or any part thereof and shall keep the Lender fully indemnified at all times in case they have made any payments on those aforementioned accounts and observe all terms and conditions of the deeds and documents under which the Hypothecated Property is held by it;
- (6) the Borrower shall keep and hold the Lender secured, harmless and indemnified against all losses and damages suffered or sustained by the Lender as a result of any defect in the Borrower's title or any claim or demand preferred by anyone with respect to the Hypothecated Property or any part thereof arising from such a defect in title;
- (7) the Borrower shall keep the Hypothecated Property free from being distrained/restrained for rent, rates or taxes, or taken or attached under any execution;
- (8) the Borrower shall maintain, preserve and protect the Hypothecated Property and shall keep the same in good repair and proper condition and cause to be made all normal repairs, renovations, replacements and improvements thereto and shall not allow the same to deteriorate (except normal wear and tear) in value or otherwise until the Loan has been repaid on the terms and conditions in the Loan Agreement ;
- (9) the Borrower shall insure and keep insured at its own expense the Hypothecated Property to the extent possible of an insurable nature against loss or damage by fire, storm, lightning, explosion, riot, civil commotion, malicious damage, impact and flood and such insurance as may be required by the Lender with the interest of the Lender noted on the policies which is duly assigned to the Lender.
- (10) this security shall continue as a continuing security to the Lender until the Secured Liabilities have been discharged on the terms and conditions in the Loan Agreement ; and
- (11) the authorized person(s) of the Lender may at any time or times with reasonable notice to the Borrower enter any premises where the Hypothecated Property or any of them may be and inspect the same.

Nothing herein contained shall operate so as to merge or otherwise prejudice, affect or exclude any other security, guarantee or lien whether of or against the Borrower or of third parties which the Lender for the time being hold or would have held but for this security or any of the rights or remedies of the Lender any such security, guarantee or lien or otherwise. The Borrower agrees to indemnify the Lender on demand against all reasonable losses, actions, claims, expenses, demands and liabilities of whatever nature now or hereafter incurred or made against the Lender for anything done or omitted to be done in the exercise or purported exercise of powers herein contained or occasioned by any breach by the Borrower of any of the Borrower's obligations hereunder.

The Borrower hereby agrees that if an Event of Default occurs, upon the terms and conditions of the Loan Agreement , the Lender may combine or consolidate all or any of its then existing accounts wherever situate (including accounts in the name of the Lender or of the Borrower jointly with others), whether such accounts are current, deposit, loan, investment or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in Taka or in any other currency, and set off or transfer any sums standing to the credit of any one or more such accounts in or toward satisfaction of the Secured Liabilities which, to the extent not then payable.

This Letter of Hypothecation shall be binding on the Borrower and its successors and shall inure to the benefit of the Lender and his respective successors and the Borrower will not assign or transfer all or any of its rights or obligations hereinabove to any third party without the consent of the Lender.

Any terms used but not defined herein shall have the same meaning as provided to it in the Loan Agreement.

IN WITNESS WHEREOF THE BORROWER EXECUTES THIS LETTER OF HYPOTHECATION ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.

Signed in the presence of
(signatures, names &
addresses of the witnesses):-

- 1.
- 2.

Name:
Designation:

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 Loan Agreement No. _____ dated _____ and any amendment thereto (hereinafter referred to as "Loan 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 Loan 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 Loan Agreement and that, in addition to and not limited by the authorizations contained herein, you have the right to treat the Promissory Notes and/or Cheques in all respects, in the manner contemplated by the Loan Agreement.

You or any of your agents or employees with full rights of substitution are hereby irrevocably and specifically authorized and empowered, in your sole discretion and at any time, to complete the Promissory Notes and/or Cheques by inserting therein the appropriate date and/or proper amount including accrued interest, default interest, stipulated loss value, and other costs to be borne by the Borrower as determined by you pursuant to the Loan Agreement.

I/we acknowledge and agree that all actions taken by you pursuant to the Power of Attorney including but not limited to the determination of the date or the amount to be inserted in the Promissory Notes and/or Cheques shall be binding final and conclusive on me.

I/we further acknowledge and agree that this authorization is irrevocable and may not be limited in any manner whatsoever except to the extent specifically stated herein. This authorization shall expire on the date that you, in your sole discretion, determine that all sums owing or which shall become owing under the Loan Agreement as the case may be, have been fully paid. Any and all authorizations of the Borrower required for this Power of Attorney have been obtained and shall remain in full force and effect until all obligations and the Loan Agreement have been discharged.

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

Name :

Designation :

Witness:

1.

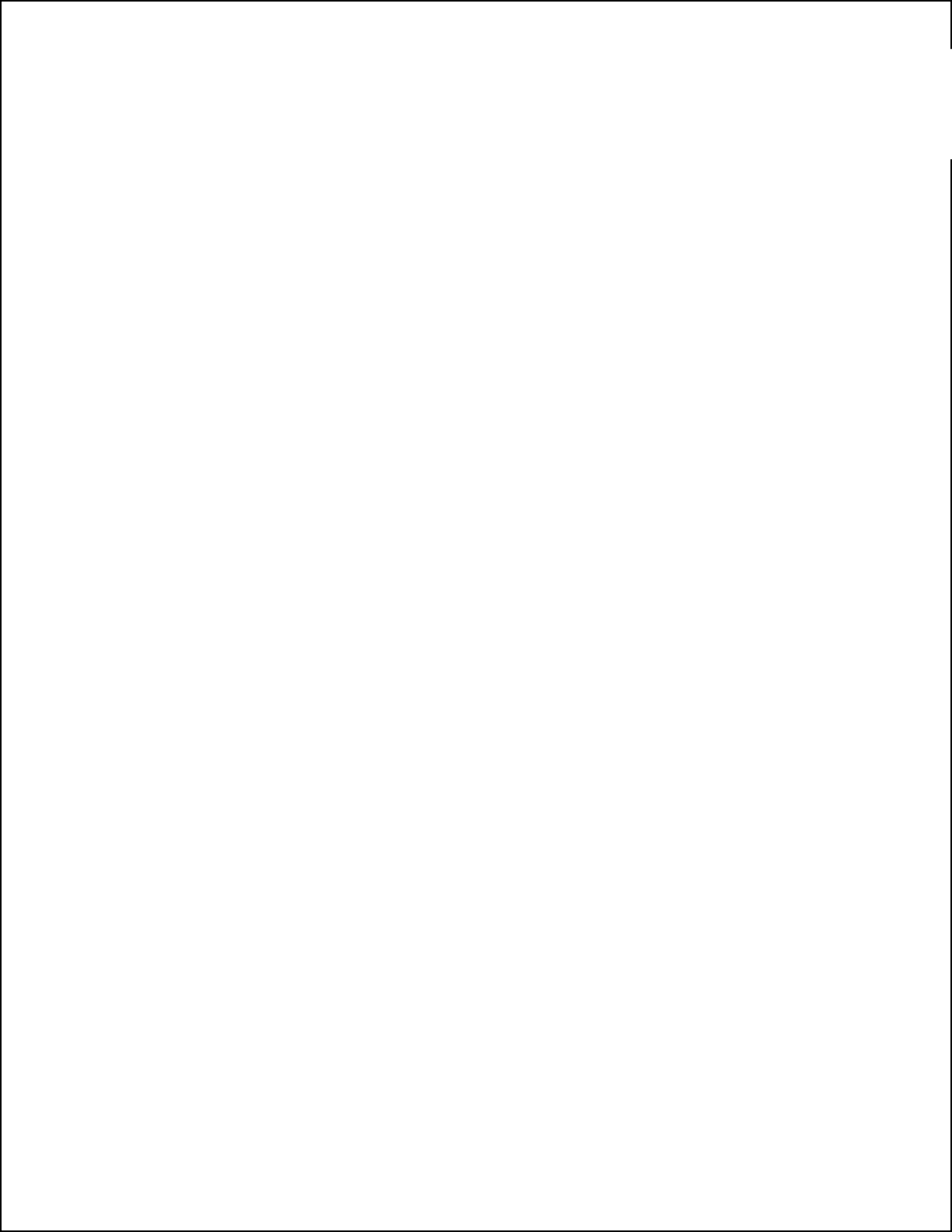
Name :

Address :

2.

Name :

Address :



Letter of Disbursement

Date:

The Manager
LankaBangla Finance Limited
Safura Tower (Level-11), 20 Kemal Ataturk Avenue
Banani, Dhaka-1213

Dear Sir,

With reference to the above, i would like to request you to disburse the SME Loan facilities 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.....

Looking forward of your early action in this regard.

Thank you

Yours sincerely

Name:

Date:

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

LETTER OF LIEN

Dear Sir

In accordance with the provisions of the Loan Agreement No. _____ dated _____ executed between you being the Lender and _____

(hereinafter referred to as the "Loan Agreement"), I, the undersigned, 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 Loan Agreement:

TDR No.	Amount (Tk.)	Issuing Authority/Bank	TDR in the name of:

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 Loan Agreement, such as interest thereon, delinquent charges, legal costs and so forth in the event of any failure has occasioned under the Loan Agreement.

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 all debt obligations under the Loan Agreement has been discharged to the absolute satisfaction of the Lender including interests and all other charges under the terms and conditions of the Loan 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,

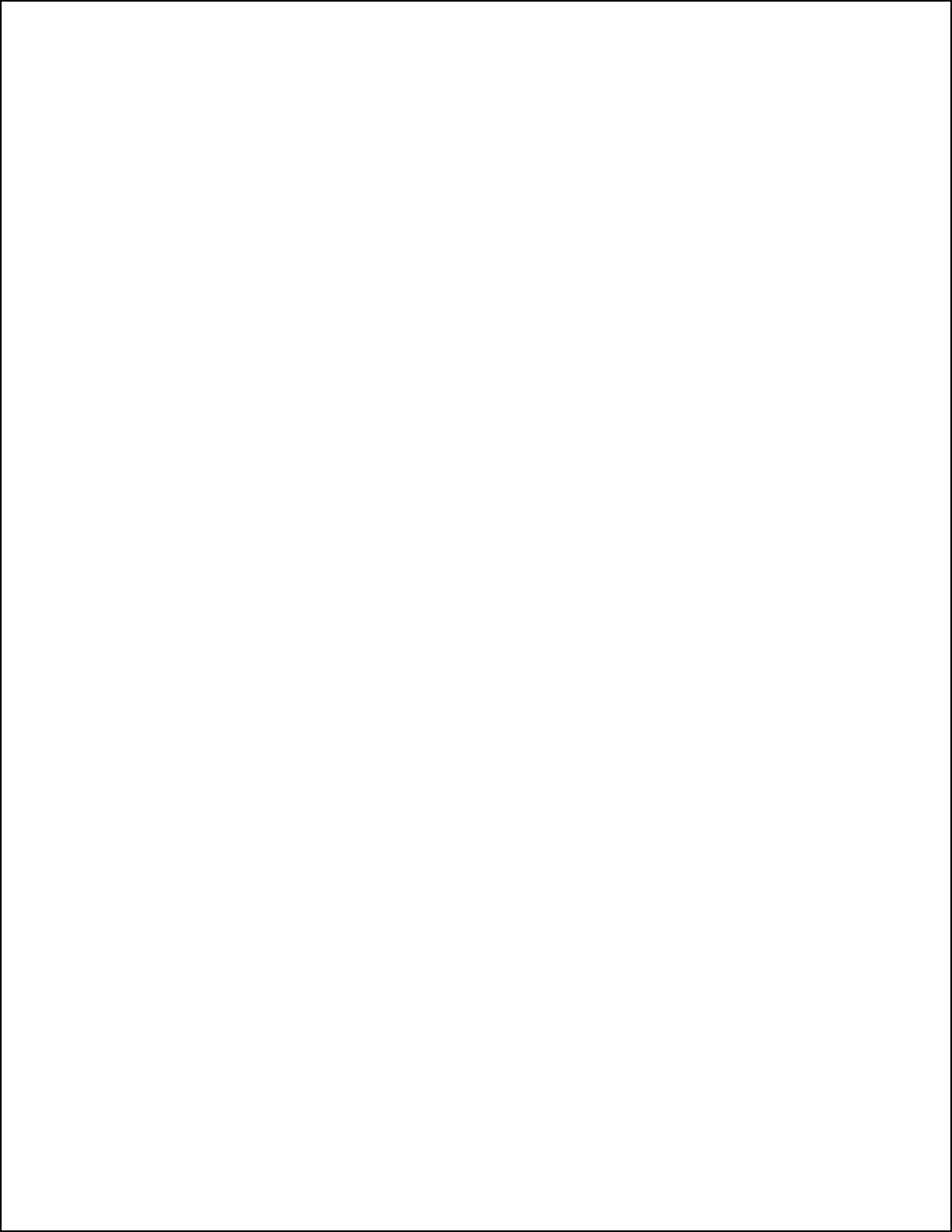
Name :
Father's name:
Address :

Witness 1:

Name:
Address:

Witness 2:

Name:
Address:



Information Required For Fire Insurance Cover of SME Loan (LBFL)

Branch Name: _____

Particulars of the Borrower		Particulars of the Loan Property					
Name (1)	Address & Location (2)	Description	Construction (4)	Occupation (5)	Amount (BDT) (6)		Total Amount In BDT (7)
					Stock & Others	Machinery (8)	
Enterprise Name							
Owner Name							Ins Amount (110% of Loan)

Signature by ARO/RO/SRO
by Borrower

Signature by BM/RM

Signature

Pin No's of ARO/RO/SRO
Cell No's of ARO/RO/SRO

(Seal of BM/RM)

(Seal of Borrower)

NOTE

- 1) If the Borrower is an individual – his or her full name and enterprise – the full name of enterprise
- 2) Business Address of the borrower & the details of the location where the property to be stored or kept or insurance – e.g. name of nearest building or name of plot holding number.
- 3) Description of the property to be insured (Stock and Machinery) whether is a building or others
- 4) How the building is constructed where the property is stored or kept – e.g. all pucca (First Class), Wall-Pucca & Roof-C.I.Sheet (Second Class) and Wall & Roof-C.I. Sheet (Third Class)
- 5) How the building is used – is it used as shop or godowns or restaurants or any purpose.
- 6) The amount of stock and machinery
- 7) Total insurance amount

Please Fill up the entire necessary column accurately otherwise the format will be treated as a wrong format and will be cancelled.