



# Loan Application Form

- ☐ Personal Loan
- ☐ Car Loan
- ☐ Home Loan
- ☐ Secured Loan
- ☐ Secured Overdraft

**Customer Name :** \_\_\_\_\_

**Loan Account No :** \_\_\_\_\_

**Reference No. :** \_\_\_\_\_

**RM Name :** \_\_\_\_\_ **RM Code:** \_\_\_\_\_

**Branch Name :** \_\_\_\_\_

**Existing Customer:** ☐ Yes ☐ No

**Customer Segment:** ☐ Payroll Package ☐ Salaried  
☐ Business person ☐ Self Employed

**Contract Information:** ☐ New ☐ Enhancement

# Midland Bank Retail Loans

## Terms and Conditions

The following terms and conditions shall be generally applicable to all loan or credit facilities, namely Personal Loan, Secured Loan, Car Loan, Home Loan availed by the Borrower(s), unless that terms and/or conditions are expressly stated to cover a particular loan credit facility hereunder.

### 1. General Conditions

- a. The borrower(s) is to ensure that the banking facility granted to the borrower(s) is used only for the purpose for which the facility has purportedly been obtained.
- b. A legal mortgage on the property is required to be executed by the Borrower(s) in favor of the Bank. (Applicable for Home Loan)
- c. The Bank reserves the right without any further reference to the borrower(s) to:
  - i. Review the basis on which the facility has been provided (including interest rates, fees, and the timing of the charging there of at any time during the term of such facilities).
  - ii. Withdraw the facilities and thereby terminate the agreement if, in the opinion of the Bank, there has been any material change in the borrower's financial condition which affects or raises the risk of the credit facility extended by the Bank.
  - iii. Call for cash cover on demand for existing, prospective and contingent liabilities.
  - iv. In the event of default within the meaning of respective offer letter, prohibit the Borrower(s) from using the property for which the loan was granted and repossess the premises/property and for this purpose enter and take possession of the mortgaged premises and the Borrower(s) shall be liable for all expenses incurred in the repossession process. (Applicable for Home Loan)
  - v. In the event of default within the meaning of respective offer letter, prohibit the Borrower(s) from using the concerned vehicle, depute a Bank representative to ensure the suspension of the vehicle's usage, and/or repossess the vehicle and, if required, to enter into the premises of the Borrower(s) and remove the vehicle and any costs incurred by the Bank in the repossession process shall be borne by the Borrower(s). (Applicable for Car loan)
- d. The facility will be repayable on demand but unless and until demanded shall be repayable in accordance with the term and repayment arrangements applicable to the facility. A demand constitutes any formal written notice addressed to the borrower(s) at their correspondence address registered with the Bank and may be delivered personally by leaving it at such address, by post, facsimile transmission, or telex and shall be deemed to have been delivered to the borrower, at the time of personal delivery or on leaving it at such address or on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission or telex, and/or if collected by the customer from any officers of the Bank on the day of actual receipt.
- e. All payments required to be made in respect of the facility shall be made by the borrower(s) on the respective due date and the borrower(s) here by irrevocably authorizes the Bank to debit any of the borrower's accounts maintained with the Bank with all amounts owing in respect of the facility including interest and charges and expenses at such time as the same shall become or be due and payable and transfer such sum to the account for adjustment but in any case the borrower shall always remain liable and agree to make payment in full of all such sums to the Bank to the extent that the aggregate amount available in such accounts is insufficient on any day on which such amount is due and payable.
- f. Any correspondence relating to the loan facility will be sent by the Bank to the mailing address as instructed by the borrower from time to time.
- g. The loan is at the sole discretion of the Bank and are available in Bangladesh only and are subject to change from time to time. The loan amount and tenure depend on customer segment and are at the sole discretion of the Bank.

### 2. Security Items

The following security and charge documents will be legally enforceable by the Bank and will remain lodged with the Bank:

- a. Demand promissory note
- b. Letter of Agreement
- c. Letter of authority
- d. Irrevocable letter of authority
- e. Letter of revival
- f. Letter of set-off
- g. Charge over Securities
- h. Authorization to Encash Securities
- i. Postdated cheque(s)
- j. Undated cheque(s)
- k. Letter of Authority to insert date in undated cheques
- l. Letter of Continuity
- m. Authorization letter from the borrower(s) empowering the Bank to take repossession of the vehicle in the event of failure to pay three consecutive installments (Applicable for Car Loan)
- n. Letter of Hypothecation (Applicable for Car Loan)
- o. Letter of undertaking for submitting original copy of registration certificate (Applicable for Car Loan)
- p. Letter of undertaking renewal of annual comprehensive insurance policy (Applicable for Car Loan and Home Loan)
- q. Deed of Mortgage duly executed and registered with the Office of the Sub-Registrar (Applicable for Home Loan)
- r. Letter of Agreement signed and accepted by the Borrower(s) (Applicable for Home Loan)
- s. Letter of Undertaking by the Borrower(s) (Applicable for Home Loan)
- t. Registered Irrevocable General Power of Attorney to sell the mortgaged property (Applicable for Home Loan)
- u. Memorandum of deposit of title deeds (Applicable for Home Loan)
- v. Personal Guarantee of Borrower and Guarantor
- w. Memorandum of deposit of cheque

### 3. Conditions Precedent

The Bank shall not be obliged to make the facility or any part available until it has received each of the following:

- a. Sanction Letter signed and accepted by the borrower(s).
- b. Completion of the security documentation as specified above.
- c. Legal vetting of the property documents and satisfactory valuation of the property to be financed.
- d. Clean CIB Report in the name of the Borrower(s) from Bangladesh Bank.
- e. No event of Default having occurred and being continuing or being likely to occur by reason of draw down.

#### 4. Interests, Fees, Costs, Expenses and Liabilities

The following fees, costs, expenses, and liabilities are to be borne by the Borrower(s):

- a. The Borrower(s) will repay the loan with interest as decided and applied by the Bank from time to time and other applicable costs and charges and expenses.
- b. All stamp duties, registration fees, and other governmental charges incurred or assessed on in respect of the facility and security documentation,
- c. The Bank reserves the right to debit any renewal premiums and associated cost in regards to the comprehensive insurance policy on account of the borrower(s) provided the Borrower(s).
- d. In the event the Borrower(s) dies, the entire outstanding amount of the loan shall become due and payable at once and the legal heirs shall be liable to pay the same to the Bank forthwith.
- e. All reasonable costs, charges, expenses, and legal costs incurred in relation to the facility and in the preparation and execution of this letter and any security and charge documents or the enforcement of the Bank thereof.
- f. The loan facility may be liquidated prior to the end of the tenure of the facility and partial prepayment is also permitted, however fees will be charged for both full and partial settlement as applicable at the time of full and partial settlement. The minimum amount of partial payment and the applicable charges for full or partial payment will be governed by the version of Tariff/Schedule of Charges which will be in effect at the time of such full or partial prepayment.
- g. Vehicle registration and comprehensive insurance costs (including yearly insurance renewal premiums for the period of the loan (applicable for Car Loan)
- h. During the period of the loan, all maintenance costs of the property or the vehicle are to be borne by the borrower(s) (applicable for Home Loan and Car Loan)
- i. In the event of default within the meaning of respective offer letter, any costs incurred as a result of the collections and repossession process will be charged to the Borrower(s) and the proceeds from selling the property or the vehicle will be used to liquidate and/or offset the outstanding amount together with the costs involved in repossession. Any shortfall will have to be borne by the Borrower(s) (applicable for Home Loan and Car Loan)
- j. In the event any property or vehicle cannot be repossessed or sold as provided under clause(l) above, the borrower(s) shall still in all sense be responsible to adjust the entire outstanding dues along with all interests, charges, fees etc.
- k. Subject to the approval of the application of the borrower(s) a further non-refundable fee will be charged for the valuation of the property, legal vetting of the property documents, and obtaining of title deed documentation. This will not be included in the loan-processing fee. (applicable for Home Loan)
- l. Apart from the above mentioned Interests, Fees, Costs, Expenses and Liabilities, all other cost and charges will be borne on account of the borrower(s) as per the Tariff whereby the Bank reserves the right to change it from time to time.
- m. Tariff structure is subject to change from time to time at the sole discretion of the Bank. Such changes, other than changes in the rate of finance charge, EMI (Equated Monthly Instruction) rates and those which are as a result of regulatory requirements will be made with prospective effect giving notice.

#### 5. Covenants (Applicable for Home Loan)

The Borrower(s) hereby covenants:

- a. To utilize the loan for purchasing and acquiring the said flat/apartment and for no other purpose.
- b. To sign and execute a legal mortgage on the said property.
- c. Not to sell, assign transfer, mortgage, charge, pledge, or otherwise dispose of the said flat/apartment or the right to the use, occupation, possession and enjoyment of the said flat/apartment without the Bank's, previous consent in writing and let, demise, give license of deal with the said flat/apartment in any other manner until the home loan is fully repaid.
- d. To keep the aforesaid flat/apartment in a good state of repair.
- e. To insure the flat/apartment against loss or damage by fire, earthquake, flood, cyclone with an Insurance Company approved by the Bank to the extent of the full insurable value of the flat and the policies for such insurance shall be taken in the Bank's name and delivered forthwith to the Bank and to punctually pay the premium due for such insurance and to deliver the premium receipts to the Bank.
- f. To pay all rents, taxes assessments, outgoings and discharge all the liabilities to the Builder/ Developer and also to the Government, Municipal or other local or public body or authority in respect of the said flat/apartment and not to do, omit or suffer to be done or omitted to be done anything whereby the right of occupation and possession of the flat/apartment may be avoided, forfeited and extinguished and to keep the Bank indemnified against all costs, actions, suits, expenses and claims as may be avoided, forfeited and extinguished and to keep the Bank indemnified against all costs, actions, suits, expenses and claims as may be incurred or sustained on account of the non-observance and non-performance of any of the terms and conditions stipulated by the builders/Developers of the premises and non-payment of the said maintenance charges, outgoing rates or taxes.
- g. To authorize any of the Bank's representatives to inspect at any time or times the interior of the premises of the said flat/apartment.
- h. The borrower(s) shall not assign, transfer, pledge, hypothecate or otherwise dispose of the property or any part thereof or lend the property to a third party.

#### 6. Representations and Warranties

In accepting this offer the following representations and warranties are made by the Borrower(s):

- a. The acceptance of the terms and conditions of this application by the Borrower(s) constitutes a legal and binding obligation upon the Borrower(s).
- b. The Borrower(s) shall exercise due and reasonable care as a bonafide custodian in taking custody and usage of the flat/apartment or the vehicle. (applicable for Home Loan and Car Loan)
- c. Upon the occurrence of any event for which an insurance claim may be lodged, the Borrower(s) will immediately notify the Bank and will deliver to the Bank without delay all documents necessary for receipt of the insurance proceeds by the Bank.
- d. Except as notified to the Bank in writing prior to the acceptance of the terms and conditions of this application, no judgment of decree has been passed by any court of tribunal against the Borrower(s) which would have a material or adverse effect on the security offered by the Borrower.
- e. Where the declaration below is signed by more than one person as Borrower, the liability of each such person there under shall be joint and several as per the terms and conditions.
- f. The terms and conditions are to be governed by the laws of Bangladesh and the Borrower(s) and the Bank hereby irrevocably submit to the non exclusive jurisdiction of the courts of the country. Such submission shall not however prejudice the rights of the Bank to take legal measures against the borrower(s) in any other jurisdiction or courts of law elsewhere.
- g. Except as notified to the Bank in writing prior to the acceptance of the terms of this application, the borrower(s) is not entering into the facility as a trustee for any trust. (applicable for Car loan, Personal Loan and Secured Loan)

- h. The Bank's statements and records shall be binding on the borrower(s) and constitute evidence of debt for all purposes (applicable for Secured and unsecured loan)
- i. The Bank will not be held liable for monitoring the maturity dates of the borrower's securities and will thereof not be held responsible for any interest foregone as a consequence of the borrower's failure to renew such. (applicable for Secured Loan)
- j. The net return from the facility is subject to change in accordance with Bangladesh and /or Government regulations. (Applicable for Secure Loan )
- k. The Bank has no responsibilities in regard to the underlying saturates, In the event that the underlying assure defaults on payment of the securities, the borrower(s) will be liable for any debts outstanding with the Bank. (applicable for Secured Loan)

#### **7. The Representations and Warranties as mentioned below are only applicable for Car Loan**

- a. The Bank will use the insurance proceeds in any order at it's sole discretion towards:
  - i) The payment of either repairing or replacing the vehicle,
  - ii) The payment of any obligations or debts of the borrower to the Bank,
  - iii) The compensation of damages incurred to any third party due to the occurrence of the insured events
- b. Any loss of damage to third parties arising from the borrower's use, operation and maintenance of the vehicle shall be borne solely by the borrower(s).
- c. The borrower(s) will, maintain the vehicle in good operating condition and working order during the entire term of the loan.
- d. The borrower( s) shall not assign, transfer, pledge, hypothecate or otherwise dispose of the vehicle or any part thereof or lend the vehicle to a third party.
- e. At any time upon the Bank's request, the borrower( s) shall report on the condition of the use and possession of the vehicle, its condition and the situation of compliance with all regulations and laws concerning the usage of the vehicle.
- f. For the purpose of inspecting the status, operations and custody of the vehicle, the Bank of its representatives have right at all reasonable times to enter into the residence, office or premises where the vehicle is located.
- g. The borrower is not in default under any agreement, undertaking or instrument to which it is a party or by which it may be bound, such default being material in the context of this letter, and no event has occurred which with giving of notice, lapse of time, of both, of other conditions would constitute such default under of the respect of any such agreement, undertaking or instrument.
- h. The borrower(s) shall indemnify the Bank against all claims, legal proceedings, losses, damages, costs, and expenses arising out of or in consequences of any accident, theft, crime, death etc. relating to the vehicle.

#### **8. Reserve Requirement (Applicable for all products except HOME LOAN)**

In the event that any reserve requirement, statutory reserved deposit, special deposit, borrowing limitation, gearing constraint, capital adequacy requirement, supplementary tax or other similar restriction, tax (other than a tax on net income in the normal course of the Bank's business) or control applicable to borrowing/facilities of the nature contemplated herein, in addition to those currently applying, is imposed by Bangladesh Bank, any Government or Governmental authority in Bangladesh (or equivalent bodies in overseas countries), the effect of which is directly or indirectly to increase the cost to the Bank of providing or maintaining the facility, or providing funds under them, or to reduce the effective rate of return to the Bank (whether on capital, assets, deposits or otherwise) on the facility then the borrower(s) shall pay to the Bank such additional amount on demand and as when demanded, the amount by which that cost is so increased or reduction has been incurred. In each instance, the amount payable by the borrower( s) will be calculated from the date on which the Bank first incurred the additional cost or reduction, as the case may be.

#### **9. Repayment and Adjustment**

- a. The loan should be repaid in Equated Monthly Instalments (EMI). Bank would notify the applicant about the amount of the instalment and each instalment payment due date.
- b. Instalment amount would comprise of principal and interest which are payable in Equated Monthly Instalments (EMI) as set out in the agreement.
- c. The Borrower shall be required to pay any balance owing to the Loan account (after payment of all installments) on the final payment date as notified by the Bank.
- d. The Borrower shall be required to pay the instalments, irrespective of whether he/she withdraws, or not, any of the Loan funds as deposited by the Bank in the nominated account.
- e. The Bank will advise the applicant of the mode/manner in which to repay the instalments for e.g applicant may issue a Standing Instruction to debit his bank account for repayment from a designated account.
- f. The Borrower needs to ensure that the repayment instruction is honored. Accordingly, applicant must ensure i) Sufficient funds in the designated account to be debited. ii) Not issue stop payment instructions for any cheque issued towards EMI payment. iii) Not cancel or vary any payment arrangement (unless required by the Bank) iv. Not close or change the account on which repayment instrument are drawn (unless he/she pays the applicable swap fees set out in the Tariff Sheet or elsewhere in the agreement.)

#### **10. An Event of Default will occur if:**

- a. The Borrower fails to pay any sum due from it hereunder on the due date or on demand, if so payable;
- b. The Borrower fails to observe or perform any of its obligations and undertakings under this Agreement and fails to remedy the default within 07 (seven) days after the Borrower became aware of or notified of the failure to the Bank's reasonable satisfaction;
- c. Any representation, warranty or statement which is made by the Borrower in this Agreement proves to be incorrect in any material respect or if repeated at any time with references to the fact and circumstances subsisting at such time would not be accurate in all material respects;
- d. Any material provision of this Agreement, and/or the security provided by the Borrower 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 to an extent which is material;
- e. The Borrower transfers or disposes of a substantial part of its business or assets;
- f. Any governmental authority expropriates all or part of its assets and the result of any of foregoing is, in the reasonable opinion of the Bank, materially and adversely to affect the Borrower's financial condition or the Borrower's ability to perform its obligations under this agreement;
- g. The Borrower is insolvent or unable to pay its debts or proposes or makes a general assignment or an arrangement or composition with or for the benefit of the Bank;
- h. There is any change in the directives of the Government of Bangladesh, which in the reasonable opinion of the Bank, would prejudice the Borrower's ability to meet its financial obligations in respect of this Agreement.

On the occurrence of the event under clause above, the Bank may by notice to the Borrower, declare the loan to be immediately due and payable and may initiate recovery proceedings to recover the dues.



## 11. Declaration

- a. I/we have applied for the credit facility detailed in this application. I/we read, accepted, and fully understood the above terms and conditions including the assignment therein mentioned and its application to the facility granted to me/us by the Bank.
- b. I / We shall transfer the registration of the vehicle solely in my/our name voiding the hypothecation from MDB within 7 (seven) days of full settlement of the loan. All costs incurred as a result of the transfer shall be borne by me/us and we shall keep the Bank indemnified from any liabilities or obligations which may arise from any illegal activity in which the vehicle is directly or indirectly involved throughout the duration of the loan till final settlement of the loan." (applicable for Car Loan).
- c. I/We shall collect all property documents from the Bank within 10 working days upon full settlement of the loan. In the case of registered mortgage, we shall arrange all necessary formalities for vacation/redemption of mortgage in the concerned sub-registry office within 10 days from the date of full settlement of the loan. All costs incurred as a result shall be borne by me/us and we shall keep the Bank indemnified from any liabilities or obligations which may arise from any illegal activity in which the property is directly or indirectly involved throughout the duration of the loan till final settlement of the loan. (applicable for Home Loan)
- d. I/We hereby declare that all the information provided in this application is true, complete and accurate. I/We confirm that no information reasonably likely to affect the Bank's determination to provide finance has been withheld. I/We understand that the Bank may, in its sole and absolute discretion and in order to verify any or all of the information given herein, by itself or through authorized persons, lawyers agencies, credit bureaus or other third party service providers, make enquires or obtain credit reports or contact my/our employer; my/our solicitor; and/or my/our accountant, and each of those people is authorized to provide personal and financial information about me/us to MDB for that purpose.
- e. I/We understand that any credit information obtained by the Bank and exchanged with another credit provider may be used for the following purposes:
- i. To assess this application by me/us for credit and subsequent reviews thereof;
  - ii. To access me/us to avoid defaulting on my/our credit obligations;
  - iii. To notify other credit providers of a default by me/us;
  - iv. To allow another credit provider to ascertain the status of my/our finance arrangements with MDB where I am/we are in default with one or more other credit providers; and
  - v. Generally to assess my/our credit worthiness.
- v. I/we understand that to meet the purposes as stated in point **iv** and **v**, it is Bank's discretion to select verifying agencies, lawyers, credit bureaus etc. and the Bank will not be Liable to me/us for disclosing the name of such parties and/or their assessment reports.
- f. The Borrower/ applicant further acknowledges that the Bank is authorized to share information relating to the applicant, including information relating to any default committed by the applicant in discharge of his/her obligation, as the Bank may deem appropriate and necessary, with any existing or future credit bureaus/credit reference agencies as determined by the Bank from time to time. Accordingly, the applicant herein expressly gives consent to disclose information to such credit bureaus/credit reference agencies. Such entities may further make available processed informations and other credit grantors.

First Applicant's Signature

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

Second Applicant's Signature

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

Witnessed by:

1. Name

Signature

2. Name

Signature

## MDB – Personal /Car / Home / Secured Loan Application Form

The Manager  
Midland Bank Ltd.

\_\_\_\_\_Branch

Date:

Attach Photo  
(Principal  
Applicant)

Attach Photo  
(Joint  
Applicant)

I/We.....hereby apply for a loan of  
BDT (in numbers).....(in words).....for the purpose of  
.....for a period of.....months and certify  
that all information given below are currently valid and authentic.

### PERSONAL INFORMATION

Full Name (Mr./Mrs./Ms.).....  
Profession.....  
Father's Name.....  
Mother's Name.....  
Spouse's Name.....Spouse's Profession.....  
Spouse's Designation.....Name of Organization (Spouse,s).....  
Spouse's Office Address (if any).....  
Parent's /Spouse's Contact Number.....Telephone.....  
Mobile.....  
Applicant's Date of Birth.....(dd).....(mm).....(yy) Gender ☐ Male ☐ Female ☐ Others  
Education Level ☐ Non Graduate ☐ Graduate ☐ Post Graduate  
Marital Status ☐ Single ☐ Married ☐ Others (Please specify).....  
No of Dependents.....TIN.....Passport/National ID/License No./Other Identity.....

### CONTACT DETAILS

Residential Status ☐ Owned ☐ Rented ☐ Living with Parents ☐ Others  
Present Address.....  
.....No. of Years at Present Address.....  
Permanent Address.....  
Office Address.....  
Telephone (Home).....(Office).....  
Mobile.....E-mail.....Fax.....

\_\_\_\_\_

Signature of the Principal Applicant

\_\_\_\_\_

Signature of the Joint Applicant

**EMPLOYMENT DETAILS****For Service Holders:**

Present Employer's Name.....

Department / Location.....Designation.....

Length of Service with Present Employer.....Year.....Month.....

Previous Employer's Name.....Length of Service.....

Address.....Telephone.....

**For Self-Employed (Doctors/Engineers/Chartered Accountants etc.):**

Profession.....No. of Years in Practice.....

Clinic/Chamber/Firm's Name.....Address.....

.....Telephone.....

**For Businessmen:**

Organization Name &amp; Group.....

Nature of Business.....Years in Business.....

**FINANCIAL INFORMATION (MONTHLY INCOME & EXPENSES)**

Monthly Income	Amount (BDT)	Monthly Expenses	Amount (BDT)
Gross Monthly Salary/Income		Rent & Utility	
Spouse's Salary /Income		Food & Clothing	
Rent Income		Education	
Interest Income		Loan Repayment (if any)	
Other Income (Please specify)		Miscellaneous	
<b>Total</b>		<b>Total</b>	

**PERSONAL INFORMATION ( JOINT APPLICANT )**

Full Name (Mr./Mrs./Ms.).....

Profession.....

Father's Name.....

Mother's Name.....

Spouse's Name.....Spouse's Profession.....

Spouse's Office Address (if any).....

Parent's /Spouse's Contact Number.....Telephone.....

Mobile.....

Joint Applicant's Date of Birth.....(dd).....(mm).....(yy) Gender ☐ Male ☐ Female ☐ OthersEducation Level ☐ Non Graduate ☐ Graduate ☐ Post GraduateMarital Status ☐ Single ☐ Married ☐ Others (Please specify).....

No of Dependents.....TIN.....Passport/National ID/License No./Other Identity.....

Signature of the Principal Applicant

Signature of the Joint Applicant

**CONTACT DETAILS ( JOINT APPLICANT )**

Present Address.....

..... No. of Years at Present Address.....

Residential Status ☐ Owned ☐ Rented ☐ Living with Parents ☐ Others

Permanent Address.....

Office Address.....

Telephone (Home)..... (Office).....

Mobile..... E-mail..... Fax.....

**EMPLOYMENT DETAILS ( JOINT APPLICANT )****For Service Holders:**

Present Employer's Name.....

Department / Location..... Designation.....

Length of Service with Present Employer..... Year..... Month.....

Previous Employer's Name..... Length of Service.....

Address..... Telephone.....

**For Self-Employed (Doctors/Engineers/Chartered Accountants etc.):**

Profession..... No. of Years in Practice.....

Clinic/Chamber/Firm's Name..... Address.....

..... Telephone.....

**For Businessmen:**

Organization Name & Group.....

Nature of Business..... Years in Business.....

**FINANCIAL INFORMATION (MONTHLY INCOME & EXPENSES) ( JOINT APPLICANT )**

Monthly Income	Amount (BDT)	Monthly Expenses	Amount (BDT)
Gross Monthly Salary/Income		Rent & Utility	
Spouse's Salary /Income		Food & Clothing	
Rent Income		Education	
Interest Income		Loan Repayment (if any)	
Other Income (Please specify)		Miscellaneous	
<b>Total</b>		<b>Total</b>	

Signature of the Principal Applicant

Signature of the Joint Applicant



**ASSET DETAILS**

Particulars	First Applicant	Joint Applicant
<input type="checkbox"/> FDR <input type="checkbox"/> Savings Certificate	TK.	TK.
<input type="checkbox"/> DPS <input type="checkbox"/> Other Deposit Scheme		
<input type="checkbox"/> Wage Earners Bond <input type="checkbox"/> Shares		
Other		

Immovable Property (please specify)	First Applicant	Joint Applicant
	TK.	TK.
	TK.	TK.
	TK.	TK.

**LIABILITY DETAILS****LOAN WITH ANY BANK(S) / FINANCIAL INSTITUTION/ EMPLOYER****( First Applicant )**

1. Loan with any Bank(s)/Financial Institution/Employer ☐ Yes ☐ No (Amount in BDT)

Lender's Name	Type of Facility	Disbursed Amount	Outstanding	EMI	Expiry

2. Credit Card ☐ Yes ☐ No

Issuer's Name	Card No.	Limit (BDT)	Outstanding(BDT)	Expiry

**( Joint Applicant )**

1. Loan with any Bank(s)/Financial Institution/Employer ☐ Yes ☐ No (Amount in BDT)

Lender's Name	Type of Facility	Disbursed Amount	Outstanding	EMI	Expiry

2. Credit Card ☐ Yes ☐ No

Issuer's Name	Card No.	Limit (BDT)	Outstanding(BDT)	Expiry

**NET WORTH OF APPLICANT(S)**

Net Worth: (Total Asset – Total Liabilities)	First Applicant	Joint Applicant

Preferably as per form IT-10B

Preferably as per form IT-10B

Signature of the Principal Applicant

Signature of the Joint Applicant

**BANK ACCOUNT DETAILS:**Account with Other Bank(s) ☐ Yes ☐ No

1. Bank's Name..... Branch.....

Account No..... Account Type..... Monthly Avg. Bal. in BDT (Approx).....

2. Bank's Name..... Branch.....

Account No..... Account Type..... Monthly Avg. Bal. in BDT (Approx).....

**FACILITY DETAILS**

Amount sought in BDT..... Tenor.....

Repayment Date (Every month)..... Starting From..... (dd)..... (mm)..... (yy)

**VEHICLE DETAILS (applicable for Car Loan only)**

Brand..... Model..... Manufacturing Year.....

Status New Recondition; Engine No..... Chassis No.....

CC..... Vendor.....

Contact Person..... Address.....

..... Telephone..... Mobile.....

**PROPERTY DETAILS (applicable for Home Loan only)**

Property Address.....

Size of the Flat/Apartment..... Developer/Seller..... Completion Year.....

Type of the Flat / Apartment ☐ Freehold ☐ Leasehold**SECURITY DETAILS (applicable for Secured/Partial Secure Loan only)**

Type	Serial No.	Issue Office	Issue Dat	Face Value	Present Value

**DEBIT AUTHORITY**

In consideration of granting me/us Loan facility, loan A/C no..... I/we hereby authorize the Bank to debit my/our account no.

.....for BDT .....in consecutive monthly installment as on.....day

or following banking day of each month commencing from the month of .....mm.....yy

Signature of the Principal Applicant

Signature of the Joint Applicant

**REFERENCE DETAILS (Reference # 1)**

Relationship with Applicant.....

Full Name (Mr./Mrs./Ms.) .....

Present Address.....

.....

Office Address.....

.....

Telephone (Home).....(Office).....(Mobile).....

E-mail .....Fax .....

**REFERENCE DETAILS (Reference #2)**

Relationship with Applicant.....

Full Name (Mr./Mrs./Ms.) .....

Present Address.....

.....

Office Address.....

.....

Telephone (Home).....(Office).....(Mobile).....

E-mail .....Fax .....

**GUARANTOR DETAILS**

Full Name (Mr./Mrs./Ms.) .....

Father's Name.....Mother's Name.....

Date of Birth..... Education Level ☐ Non Graduate ☐ Graduate ☐ Post Graduate

Relationship with applicant..... National ID / Other ID No. ....

Present Address .....

.....

Permanent Address .....

.....

Company/Organization Name.....

Designation.....

Length of Service/ Business /Profession.....

Monthly Sales (in Tk.) (for Businessperson).....

Monthly Net Profit (in Tk.) (for Businessperson).....

Monthly Gross Income (in Tk.).....

Office Address.....

.....

Telephone (Home).....(Office).....(Mobile).....

**NET WORTH STATEMENT OF GUARANTOR**

<b>Asset</b>	<b>Tk.</b>	<b>Liability</b>	<b>Tk.</b>
<b>Cash in Hand and Bank</b>		<b>Existing loan O/S with MDB</b>	
<b>Investments:</b>		<b>Loan O/S with other banks</b>	
Sanchaypatra and others		<b>Payable (Others)</b>	
Shares			
Land and Building			
<b>Others:</b>			
Car			
Household Appliance			
Jewelry etc.			
<b>Total Asset</b>		<b>Total Liabilities</b>	
<b>Net Worth (Total Asset – Total Liabilities) Tk.</b>			

Signature of the Guarantor

\_\_\_\_\_  
Attested by Applicant (s)\_\_\_\_\_  
Attested by Bank Official

## DECLARATION & SIGNATURE

- I/we have read and understood the terms and conditions under which this application is being submitted, and abide by its term and conditions as stated and as amended from time to time and to such terms and conditions made applicable to the loan by Midland Bank Ltd. (the “Bank”) at any time, without any prior notice or without my/our consent.
- I/We certify that all the above information is accurate
- I/We authorize the Bank to debit my/our account(s) with the Bank and appropriate amounts for payment of monthly installments and for interest and of any amount payable in relation to the loan, until the loan is repaid to the satisfaction of the Bank. I/we undertake to provide sufficient funds in my/our account(s) with the Bank for such debits.
- I/We have declared all my/our existing indebtedness of whatever nature and guarantees, and I/we will not without the prior written approval of the Bank incur any indebtedness whatsoever in addition to the said indebtedness and the loan or give a guarantee or by standing surety for payment of money by any person. I/We further declare that there are no legal or arbitration proceedings involving or relating in any way to me/us not threatened or likely to come before any judicial or quasi-judicial or other body which has or may in any material way affect my/our financial condition, wealth or assets.
- I/we hereby also declare, confirm and undertake that I/We have not defaulted on any loans in the past or present, neither is my/our name in the defaulter list of Bangladesh Bank. I/We also declare that I/we am/are not currently holding directorship of any banking or financial institutions.
- All costs and expenses incurred in relation to the loan shall be on my/our account and I/We shall indemnify the Bank against and for all claims, demands, actions, suits, proceedings, costs, expenses, fees, and damages in relation to the loan, including legal fees and expenses.
- The loan shall become due and repayable immediately if in the opinion of the Bank I/we have failed to comply with any of the terms and conditions of the loan made applicable by the Bank from time to time, or if my/our employment ceased for any reason or on my/our death or insolvency or other reasons specified by the Bank. From the date of such event(s), amounts outstanding will bear interest rate(s) as determined by the Bank from time to time compounded on such periods as determined by the Bank until settlement of all amounts payable in relation to the loan to the satisfaction of the Bank.
- I/we acknowledge that the availability of the loan is at the discretion of the Bank, on such terms and conditions as the Bank may change time to time or at any time require without prior notice or without my/our consent.

Signature of the Principal Applicant

Signature of the Joint Applicant

**FOR BANK USE ONLY**

Proposed Loan Amount in BDT.....

Purpose.....

Rate of Interest.....% / Special..... % p.a

Repayment Date ☐ 5<sup>th</sup> ☐ 10<sup>th</sup> ☐ 15<sup>th</sup> ☐ 20<sup>th</sup> ☐ 25<sup>th</sup> ☐ 30<sup>th</sup> .....day of Every month

Processing Fees in BDT.....i.e.....% of Loan Amount, DBR.....%

Proposed Tenor ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months ☐ 60 months, Other months.....

RM Code..... RM Name/Intruder Name.....

Branch.....


**Notes:**

Sourced By:

RM Name:.....

RM Code:.....

Recommended By:



Signature:

Name of the Official:


Designation:



Signature:

Name of the Official:

Designation:



Signature:

Name of the Official:

Designation:



## Midland Bank Ltd.

### Checklist of Documents of Personal/Car/Home/Secured Loan Products (Bank Use Only)

Customer Name: .....

A/C No. ....

Document Check List (as appropriate)					
Sl.	Documents	Documents Obtained			Remarks
		Yes	No	N/A	
1.	Application Form duly completed and signed				
2.	Applicant's Photograph (Color) attested by bank official				
3.	National ID				
4.	Office ID				
5.	Business Card				
6.	Letter of Introduction				
7.	Salary Slip/ Pay Slip				
8.	Bill Copy of T & T / Mobile Phone/ Utility Bill etc.				
9.	CIB inquiry form submitted on..... or attached with the application form				
10.	Copy of TIN/ Income Tax Return				
11.	Accepted Quotation / Declaration regarding uses & required loan amount				
12.	PG with NID and Photo attested by the applicant				
13.	..... No. of Undated Cheques				
14.	Copy of valid Passport/ Driving License/ Other				
15.	Bank Statement (minimum 6 month of the borrower)				
16.	Other Bank Loan Sanction Letter				
17.	Bank Statement reflected loan payment history				
18.	Other Income Proof Documents				
19.	Trade License/ Summary of Share Capital (From X & Form XII and Schedule – X)				
20.	Memorandum and Article of Association / Partnership Deed of partnership firm				
21.	Rent Agreement/ Ownership Documents				
22.	Rent / Other income visit report				
23.	Other Documents (Please specify) .....				
24.	Personal net worth statement of borrower and guarantor				
25.	Post dated cheques each equal to 6 months installment				
26.	Customer's request letter to his/her company to issue Letter of Undertaking/Corporate Guarantee				
27.	Original copy of Corporate Undertaking/Corporate Guarantee duly signed by authorized personnel				
28.	Original/Certified copy of Company's Board Resolution for issuing Corporate Undertaking/ Corporate Guarantee				
29.	Letter of Offer duly signed and accepted by Customer				
30.	Clearance certificate from verification agent				
31.	Detailed Income Expenditure Statement				
32.	Sufficient fund in the customer account for loan processing fee and stamp charges				
33.	Original receipt of FDR				

### Additional Document Check List (for Car Loan)

Sl.	Documents	Documents Obtained			Remarks
		Yes	No	N/A	
1.	Car Quotation				
2.	Details of Car				
3.	Registration of vehicle on Hypothecation basis				
4.	Comprehensive Insurance over vehicle				

### Additional Document Check List (for Home Loan – Lease Hold)

Sl.	Documents	Documents Obtained			Remarks
		Yes	No	N/A	
1.	Copy of Original Lease Deed				
2.	Title Deed(s) in the name(s) of the present Landowner(s)/ Seller(s)				
3.	Relevant Bia-Deed(s) [If required to establish the prima facie title]				
4.	City Jorip Mutation with AC (Land) Office in the name(s) of the Landowner(s)/Seller(s)				
5.	Mutation from the concerned Lease Authority				
6.	Certified copy of City Jorip Khatian [if any]				
7.	Up to date Ground Rent Payment Receipt & City Corporation holding Tax payment receipt in the name(s) of the present Landowner(s)/Seller(s)				
8.	Up to date NEC [in respect of the entire project Land or Flat]				
9.	Deed of Agreement [executed by & between Landowner(s) and Developer				
10.	IGPA [executed by the Landowner(s) in favor of the Developer]				
11.	Acceptance of IGPA from the concerned Lease Authority				
12.	Deed of Agreement or Letter of Allotment by & between Seller(s) & Customer; or Agreement of Sale between Developer, Seller and Customer				
13.	Building Construction Approval & with Approved Plan from RAJUK, CDA or concerned City Corporation				
14.	Any other relevant documents				
15.	Valuation report from the surveyor				
16.	Branch/RO/RM's valuation report including possession of the property				
17.	Legal opinion from Banks lawyer				

### Additional Document Check List (for Home Loan – Free Hold)

Sl.	Documents	Documents Obtained			Remarks
		Yes	No	N/A	
1.	Title Deed(s) in the name(s) of the present Landowner(s)/ Seller(s)				
2.	Relevant Bia-Deed(s) [If required to establish the prima facie title]				
3.	City Jorip Mutation with AC (Land) Office in the name(s) of the Landowner(s)/Seller(s)				
4.	Certified copy of all Relevant Khatians [i.e. CS/SA/RS/City Jorip etc.]				
5.	Up to date Ground Rent Payment Receipt & City Corporation holding Tax payment receipt in the name(s) of the present Landowner(s)/Seller(s)				
6.	Up to date NEC [in respect of the entire project Land or Flat]				
7.	Deed of Agreement [executed by & between Landowner(s) and Developer]				
8.	IGPA [executed by the Landowner(s) in favor of the Developer]				
9.	Deed of Agreement or Letter of Allotment by & between Seller(s) & Customer				
10.	Building Construction Approval & with Approved Plan from RAJUK, CDA or concerned City Corporation				
11.	Any other related documents				
12.	Valuation report from the surveyor				
13.	Branch/RO/RM's valuation report including possession of the property				
14.	Legal opinion from Banks lawyer				

### Additional BRPD (Banking Regulation & Policy Department), Bangladesh Bank Circular Related Documents (for Home Loan)

Sl.	Documents	Documents Obtained			Remarks
		Yes	No	N/A	
1.	Approval from RAJUK/CDA on private housing projects within their Master Plan (applicable for land measuring 5 acres in Dhaka City Corporation and land measuring 10 acres for any land outside Dhaka City Corporation) (If applicable)				
2.	Certificate from an Engineer, Architect, or planner with regard to compliance with BNBC (Bangladesh National Building Code, 2006) & The Building Construction Act, 1952 for all buildings in Bangladesh				
3.	Occupancy Certificate from RAJUK for every building constructed in Dhaka after 2007				
4.	Fire Clearance Certificate from Director General (DG) of Department of Fire Service for any building comprising of 10 storied or more floors.				
5.	Environmental Clearance Certificate issued by the Director General (DG) of Department of Environment (DOE) shall be required for industrial units/projects/multi-story commercial or residential apartment, which contain 10 (Ten) stories or more or are above the height of 33 (Thirty Three) meters				
6.	Any other related documents				

Authorised Signature

Date: ...../...../.....

Name : .....

Branch/Department .....

Office ID : .....

Contact No : .....

## **DECLARATION OF THE TOTAL VALUE OF EXPENDITURE FOR THE PURPOSE OF PERSONAL LOAN**

I/We, \_\_\_\_\_, would like to obtain a Personal Loan of BDT \_\_\_\_\_ for the purpose of \_\_\_\_\_. Expected expenditure for this purpose will be approximately BDT \_\_\_\_\_.

I/We also understand that the maximum amount of the loan will be determined by the bank at its discretion if approved. However, the Bank reserves the right to accept or reject my application at its discretion without assigning any notice whatsoever.

Furthermore, I/we will be held responsible and liable at any point in time if it is found that the proceeds of the loan is used for the purpose other than the reasons declared above.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

## LETTER OF INTRODUCTION

(To be printed in Company/Organization letterhead)

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

This is to certify that Mr./Mrs./Ms \_\_\_\_\_ of \_\_\_\_\_ (contact address & telephone no.) has been working in \_\_\_\_\_ (Organization) since \_\_\_\_\_ He/She is a permanent/contractual employee of the Organization. As per our service rule/term of Employment his/her date of retirement is \_\_\_\_\_ He/She is working in our \_\_\_\_\_ department as \_\_\_\_\_ (designation). His/ her monthly salary is as follows:

**Gross salary (& other benefits):**

**BDT** \_\_\_\_\_

Less: deductions

Tax : \_\_\_\_\_

Provident Fund : \_\_\_\_\_

\*Loan Installment (s) : \_\_\_\_\_

Other Deductions : \_\_\_\_\_

**Take-home salary**

:

**BDT** \_\_\_\_\_

To the best of our knowledge Mr./Mrs./Ms. \_\_\_\_\_ has the following loan facility/facilities:

Sl.	Loan Amount	EMI	Lender's Name
01.	BDT		
02.	BDT		
03.	BDT		

*\*Note: Loan installment(s) means applicant's monthly loan repayment to the company against the loan(s) taken by him/her from the organization. It also should include the monthly installment amount paid by employee for any other loan from any other Bank/Financial institutions etc. that the company is aware of.*

This company shall inform the bank in the event of the loan applicant's death, retirement, resignation, dismissal or termination from the company.

I also certify that the above information is correct to the best of my knowledge.

\_\_\_\_\_  
(Signature & Organization Stamp/Seal)

Name \_\_\_\_\_

Designation: \_\_\_\_\_ Telephone: \_\_\_\_\_

# Midland Bank Limited

\_\_\_\_\_ Branch

**Balance Confirmation Slip**

Date.....

Name of A/C.....

Nature of A/C.....

Debit Balance Tk.....

Credit Balance Tk.....

As on.....after Accounting the following

- a) Interest Debited : Tk.....
- b) Interest Credited : Tk.....
- c) Others Debited/Credited : Tk.....

Checked \_\_\_\_\_ Authorised Officer \_\_\_\_\_

# Midland Bank Limited

\_\_\_\_\_ Branch

**Balance Confirmation Slip**

This counterfoil is to be retained by the Customer

Date.....

Name of A/C.....

Address.....

Dear Sir (s)

Your.....Account No.....

Please find attached here to a Balance Confirmation Slip showing a Debit/Credit Balance of Tk.....

as on.....in your above account with us after accounting for the following:

- a) Interest Debited : Tk.....
- b) Interest Credited : Tk.....
- c) Others Debited/Credited : Tk.....
- and confirm the correctness of the balance by returning the slip to us duly signed.

Checked \_\_\_\_\_ Authorised Officer \_\_\_\_\_

**Balance Confirmation Slip**

Date.....

The Head of Branch

Midland Bank Limited

\_\_\_\_\_ Branch

Dear Sir

I/we confirm the correctness of the debit/Credit Balance of Tk.....) only in my/out.....A/C No..... with your as on.....

\_\_\_\_\_  
Yours faithfully,Revenue  
Stamp\_\_\_\_\_  
Customer's Signature



## UNDERTAKING

The Manager  
Midland Bank Limited

Dated: \_\_\_\_\_

\_\_\_\_\_ Branch

### **Subject: Undertaking**

Dear Sir,

I/We hereby declare and undertake that-

- A. I/We have no liability with any other bank(s)/FIs excepting as declared in the loan application.
- B. I/We will not avail any sort of credit facility (ies) in the name of me without prior written consent from Bank.
- C. I/We have no relationship with the director/sponsor of Midland Bank Limited.
- D. I/We are authorizing you to set off different account in the name of my own.

Sincerely yours,

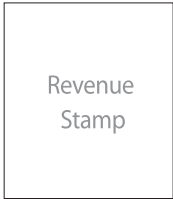
\_\_\_\_\_  
( Signature of Applicant )

**DEMAND PROMISSORY NOTE**

TK.: \_\_\_\_\_

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

I/We Promise to pay on demand to Midland Bank Limited or order the sum of Tk. \_\_\_\_\_ (Taka  
\_\_\_\_\_ ) only togetherwith interest thereon  
from this date at the rate of \_\_\_\_\_ % per annum with monthly/ quarterly rests for value received.



## **LETTER OF ARRANGEMENT**

The Manager

Midland Bank Limited

\_\_\_\_\_  
\_\_\_\_\_

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

Dear Sir

Re: Loan/Overdraft/ Cash Credit/ Hire Purchase/ Lease Finance/ Consumer's Credit or

\_\_\_\_\_granted by you in my/ our favour for

Tk. \_\_\_\_\_

With reference to the above limit granted in favour of \_\_\_\_\_

\_\_\_\_\_

for which I/We have this day executed a Demand Promissory Note and other necessary documents. I/We hereby acknowledge your right to cancel the facility at any time with or without intimation to me/us.

In the event of the facility being cancelled by you, I/We undertake to pay to you all dues together with all other charges due from me/us immediately on demand.

Yours faithfully

\_\_\_\_\_

## LETTER OF CONTINUITY

The Manager

Midland Bank Limited

\_\_\_\_\_ Branch

\_\_\_\_\_

Dated: \_\_\_\_\_

Dear Sir,

I / We enclose herewith a Demand Promissory Note for Taka \_\_\_\_\_ (Taka \_\_\_\_\_) only, signed by me /us which is given to you as security for the repayment of any overdraft/cash credit which is at present outstanding in my/our name or in the name of \_\_\_\_\_ and also for the repayment of any overdraft/cash credit to the extent of Tk. \_\_\_\_\_ (Taka \_\_\_\_\_) only which I/we may avail or hereafter and the said Promissory Note is to be a security to you for the repayment of the ultimate balance or sum remaining unpaid on the overdraft/cash credit and I am /we are to remain liable on the Promissory Note notwithstanding the fact that by payments made into the said account of the overdraft/cash credit from time to time, the overdraft/cash credit account 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 you are to be at liberty to take such steps as you consider expedient in order to enforce payment of the Promissory Note at any time after your notice demanding payment has been posted and default made in payment for 3 days after posting such notice; and that this guarantee shall apply to any other Promissory Note that may be given by in renewal or substitution of the original.

Yours faithfully

Witness :

1. Signature

2. Signature

## **LETTER OF DISBURSEMENT**

The Manager

Midland Bank Limited

\_\_\_\_\_ Branch

\_\_\_\_\_

Dated: \_\_\_\_\_

Dear Sir,

Re : Loan for Tk. \_\_\_\_\_

With reference to the above loan availed by me/us today in respect of which I/We have signed a Demand Promissory Note for Tk. \_\_\_\_\_ (In words Tk \_\_\_\_\_) only. Please disburse the amount of the loan by crediting the same to \_\_\_\_\_

Yours faithfully

\_\_\_\_\_

*N.B. All the persons in whose names the loan account is opened should sign the above letter.*

## **LETTER OF INSTALLMENT**

The Manager

Midland Bank Limited

\_\_\_\_\_ Branch

\_\_\_\_\_

Dated: \_\_\_\_\_

Dear Sir,

With reference to Loan/ Hire Purchase / Lease Finance / Consumer Credit facility of Tk. \_\_\_\_\_

(Taka \_\_\_\_\_)

allowed to me/us by you in the name of Mr./M/s \_\_\_\_\_

I/We hereby undertake to pay an instalment of Tk. \_\_\_\_\_ (Taka \_\_\_\_\_)

\_\_\_\_\_ on monthly/ quarterly/ half yearly basis towards the  
adjustment of the said Credit Facility.

I/We have clearly understood that amount of loan outstanding against' the aforesaid account sanctioned by you may be recalled at any time by giving due notice if installments as undertaken by me/us are not paid in regularly.

Yours faithfully

\_\_\_\_\_



**AUTHORISATION TO ENCASH SECURITIES**

The Manager

Midland Bank Limited

\_\_\_\_\_ Branch

\_\_\_\_\_

Dated: \_\_\_\_\_

Dear Sir,

You are hereby authorised to encash the following securities purchased in my / our name(s) and held by you as security to liquidate the outstanding amount of the loan / overdraft facility granted to \_\_\_\_\_ as and when required.

Details of Security

Type	SI No.	Issuing Office	Reg. No.	Face Value	Security Holder's Name

Yours faithfully,

\_\_\_\_\_

Signature(s) of the security holder(s)

## **LETTER OF AUTHORITY**

The Manager

Midland Bank Limited

\_\_\_\_\_ Branch

\_\_\_\_\_

Dated: \_\_\_\_\_

**Subject: Letter of Authority to debit my / our Current/ Savings / FC Account**

**No. \_\_\_\_\_ maintained with you**

Dear Sir,

I/We do hereby irrevocably authorize you to debit my/our above mentioned account being maintained with you to realize margin, commission, interest and other charges in respect of credits / advances / loans granted in my / our favour.

Yours faithfully,

\_\_\_\_\_

**LETTER OF UNDERTAKING**

The Manager  
Midland Bank Limited  
\_\_\_\_\_ Branch  
\_\_\_\_\_

Dated: \_\_\_\_\_

Dear Sir,

I/We \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ do hereby undertake to pay Midland Bank Limited a  
total amount of Tk. \_\_\_\_\_ (Taka \_\_\_\_\_  
\_\_\_\_\_) only within \_\_\_\_\_ on  
monthly/quarterly/half yearly instalments basis alongwith the Supervision, Risk Fund & other charges of the Bank, if any,  
against credit facility sanctioned favouring myself/ourselves for procurement of \_\_\_\_\_  
\_\_\_\_\_ in Hire  
Purchase and or Lease Finance and or Hypothecation made under its Hire Purchase/ Lease Finance/ Consumer Credit Scheme.

I/We further undertake that if I/We fail to pay the Bank's aforesaid dues as per schedule, Midland Bank Limited may take  
appropriate action to recover the dues as per terms and conditions of sanction.

Yours faithfully,  
  
\_\_\_\_\_

# HIRE PURCHASE AGREEMENT

The Manager

This deed of Hire-Purchase Agreement is made at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_ of the Christian era:

## **BETWEEN**

Midland Bank Limited, a Private Banking Company incorporated under the Company Act, 1994 having its Registered Office at 106, Road # 11, Banani, Dhaka one of its Branches situated at \_\_\_\_\_ better known as \_\_\_\_\_ Branch, hereinafter referred to as the Bank (which expression shall include its successors-in-interest and assigns) of the one part.

## **AND**

\_\_\_\_\_ hereinafter referred to as the Borrower (which expression shall include its successors-in-interest and assigns) of the other part Whereas the Borrower named above requested the Bank to sanction a Hire Purchase loan of Tk \_\_\_\_\_ (Taka \_\_\_\_\_) only for acquiring \_\_\_\_\_ and the management of the Bank has been pleased to accord a sanction of Tk \_\_\_\_\_ (Taka \_\_\_\_\_) only under Hire-Purchase Investment for providing the aforesaid item for a period of \_\_\_\_\_ years including/excluding \_\_\_\_\_ month grace period under the terms and conditions as contained in Bank's Sanction Advice Letter No \_\_\_\_\_ dated \_\_\_\_\_

## **NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:**

01. That, the Bank's loan of Tk. \_\_\_\_\_ (Taka \_\_\_\_\_) only under Hire-Purchase system shall be made for a period of \_\_\_\_\_ (\_\_\_\_\_) years including/excluding \_\_\_\_\_ months grace period from the date of disbursement.
02. That, the Borrower shall pay \_\_\_\_\_ (\_\_\_\_\_) equal monthly/quarterly installment Tk. \_\_\_\_\_ (Taka \_\_\_\_\_) only towards repayment of his/their loan liability including accrued interest and the Bank shall charge interest @ \_\_\_\_\_ per annum with monthly/quarterly rest on the outstanding principal. The first installment towards repayment of the loan shall commence after \_\_\_\_\_ (\_\_\_\_\_) month from the following month of disbursement. Balanced dues, if any shall be made by the Borrower on the last and final installment to cover the principal amount and interest. Upon adjustment of the liability, the ownership of the Hire-Purchase articles will be transferred to the Borrower.
03. That, the Borrower will ensure payment of monthly/quarterly installments (Principal and interest) in time as stipulation herein above under para 2 (two) without fail irrespective of the articles being used by him/them or, not.
04. If the payment/installment (Principal and interest) is not paid by the Borrower within the due date, the same will be transferred as overdue A/C and will be subjected to imposition of Compensation at the calculated rate of rent on prorata basis at the discretion of the Bank.
05. That in the event of the Borrower's failure to pay 2 (two) Consecutive installments (or principal and interest) or breach/violation of any of the terms and conditions of the Hire-Purchase Agreement, the Bank reserves the right to take any or all of the following articles to safeguard its interest.
  - (a) Take over possession of the articles financed by the Bank.
  - (b) Demand compensation/penalty from the Borrower at the calculated rate of rent/interest @ \_\_\_\_\_ per annum at monthly/Quarterly rest
  - (c) Take appropriate steps including legal actions.
  - (d) Fall back upon the guarantee (s) provided by the Borrower to release Bank's dues.
06. That, the Hire-Purchase price is guaranteed against all sorts of decay/deficiency. In the event of the Borrower's desire to return the items rented out to him by the Bank at its own accord after a certain period of time the Borrower shall be liable to pay to the Bank an amount to be suitably determined by the Bank to account for depreciation, wear and tear and damage, pilferage, obsolescence etc. if any.
07. That the Borrower will get the Hire-Purchase items duly insured against Fire, RSD, RCC, Theft, Burglary etc. The Policy be obtained in favour of the Bank each year. The Borrower will also assure all other assets of the Company favouring the Bank.
08. That, the item(s) supplied by the Bank to the Borrower on monthly/quarterly repayment basis shall have to be used by the Borrower with optimum care and prudence. The Borrower undertakes to the effect that it will use and maintain all assets of the Bank with best possible care and it will stand liable for compensation, replacement etc. if any damage to the said assets (at its own cost) occur due to wear and tear and inefficient handling.

09. That, in the event of the items are totally damaged and rendered irreparable the Borrower will be liable to pay the Bank Balance amount of Principal Hire-Purchase price and rental unpaid at the time of the damage.
10. That, in case, insurance claims are to be lodged, the Borrower will actively assist the Bank in lodgment related claims and in realizing claim thereof. The insurance claims realized as such will be first appropriated towards adjustment of the Borrower's dues to the Bank and for paying such costs as may be required for realizing the Claim. Any balance left after such appropriation shall however, be paid by the Borrower. In case the insurance claim does not cover the dues of the Bank and other costs, the Borrower shall pay the shortfall from his/their own sources.
11. That, the Borrower will remain in sole control and custody of the items supplied to it and will not let out or lend or transfer the possession on rights, therein in any manner to the third party without the prior written permission from the Bank.
12. That, the Borrower shall keep all the items supplied to it by the Bank open and available for the inspection by any authorized representative of the Bank as and when so approached.
13. That, all costs/liabilities that may accumulate in future in the name of the firm out of use of Bank's assets shall be Borrowers exclusive liability.
14. That, the Hire-Purchase Agreement to be signed by the Borrower shall not be terminated or cancelled unilaterally under any circumstances.
15. That, in case of any dispute, the decision of the management of the Bank shall be final and be binding upon the Borrower.
16. That, the Bank reserves the right to terminate the Hire-Purchase agreement in case any of the terms and conditions of Hire-Purchase agreement is violated by the Borrower.
17. That, the terms and conditions of the sanction letter as conveyed vide its Memo No \_\_\_\_\_ dated \_\_\_\_\_ may be subjected to amendments, modifications, or deletion at any time without notice to the Borrower at the discretion of the Bank.

**DESCRIPTION OF THE ITEM(S)/ARTICLE(S)**

IN WITNESSES WHEREOF THE parties above named have executed and affixed seal on this Agreement on the day, month and year first above written.

\_\_\_\_\_  
BANK OFFICIAL

\_\_\_\_\_  
BORROWER

WITNESS:

WITNESS:

## LETTER OF REVIVAL

The Manager

Midland Bank Limited

\_\_\_\_\_ Branch

Dated: \_\_\_\_\_

\_\_\_\_\_

This letter refers to and is an integral part of the loan documentation executed by us including the Promissory Note(s) dated \_\_\_\_\_ for Tk. \_\_\_\_\_ (Taka \_\_\_\_\_) only in your favor. We hereby acknowledge and confirm for the purpose of Section 19 of the Limitation Act IX of 1908 and/or any amendment thereto and any like limitation law, in order to preclude any question of limitation law, that we are liable to you for payment of the Promissory Note(s) together with interest thereon, and such loan documentation including the Promissory Note(s) and relative securities and obligations there against shall remain in force.

If this letter is signed by and for one individual the terms 'we' 'our' 'us' etc. shall be read throughout applicable 'I' 'my' 'me' etc. as the case may be. If this letter is signed or otherwise executed by or on behalf of one party, the obligations and liabilities of such party shall be deemed to be joint and several unless expressly stated to the contrary.

In the case of principal or ourselves being a Firm or Company or Corporation, our obligations hereunder shall be binding on their successors or assigns and shall continue notwithstanding any change in the constitution of the Firm or Company or Corporation and where we ourselves are a Firm shall bind the members from time to time of our Firm Jointly and severally and notwithstanding that the Firm may be reduced to consist of a single person.

Yours faithfully,

Witness:

\_\_\_\_\_

1. Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

2. Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_



## MEMORANDUM OF DEPOSIT OF TITLE DEEDS

The Manager

Midland Bank Limited

\_\_\_\_\_ Branch

Dated: \_\_\_\_\_

\_\_\_\_\_

**Re: Credit facility in the form of** \_\_\_\_\_

**For Tk** \_\_\_\_\_ **AIC** \_\_\_\_\_

THIS MEMORANDUM is made on this the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_. I/we hereby confirm, admit, acknowledge and record that I/We have already deposited with you. Hereinafter referred to as the BANK. (which expression shall include their successors in interest, administrators, legal representatives and assigns) the documents specified in the SCHEDULE-II here to relating to properties described under SCHEDULE-II with the intention of creating an equitable mortgage upon all of my/our estates and interest in the properties to which such documents relate for the purpose of securing the payment to the BANK on demand Tk \_\_\_\_\_ (Taka \_\_\_\_\_) only with interest at the time of \_\_\_\_\_ above the Bank rate minimum \_\_\_\_\_ % per annum and/or such other higher rate or rates as may be fixed by the BANK and/or outstanding dues now owing from me/us and/or outstanding dues against M/S \_\_\_\_\_ a limited company having office at \_\_\_\_\_ a partnership firm having office at \_\_\_\_\_ a proprietorship concern of Mr. \_\_\_\_\_ having office at \_\_\_\_\_ (hereinafter referred to as the BORROWER) either solely and/or jointly with any person/persons to the BANK whether on balance of account of otherwise in respect of any credit facility taken by me/us and/or BORROWER whatsoever and including interest and other charges accruing on or in connection with the same.

AND I/We jointly and/or severally hereby confirm that I/we am/are the sole absolute owner (s) of the said properties with full rights to transfer the interest therein and on one else has any right, title or interest in the said properties or any part of the same.

AND I/We jointly and/or severally hereby further confirm having already agreed that whenever requested by the BANK at my/our own cost to execute in favor of the BANK a valid deed of legal mortgage of the said properties in the usual form and with the power of sale and other provisions as the BANK may require for better securing the payment on demand of all moneys secured by equitable mortgage.

AND I/we further agree and confirm that the BANK in exercise of power under section 69 of the Transfer of Property Act may sell the said properties described in SCHEDULE-II without Intervention of any Court of Law in case of default by me/us and/or BORROWER to pay the sum due or any part thereof after you have demanded for the same. The said power to sell is expressly conferred to the BANK. Further, I/we shall execute an irrevocable general power of attorney in favor of the BANK authorizing it to sell the mortgage properties directly without intervention of the Court of Law, if so desired by the BANK.

AND I/We do jointly and/or severally hereby confirm that the documents deposited by me/us are all that are in my/our possession, custody and control concerning the said properties and nobody has in his possession, custody or control any other documents relating to the said properties and that the said properties or any of these are not charged or encumbered in any manner whatsoever.

AND I/We further undertake that in the event of conducting a search over the title to the properties in question, the cost relating to which will be borne by me/us, and if the properties are found to be defective in title or encumbered I/we shall make necessary arrangements for rectifying the defects to have good title at my/our own expense.

**SCHEDULE-I**

**(Description of the Title Deeds)**

**SCHEDULE-II**

**(Description of properties relating to the above title deeds)**

In witness whereof I/we have signed these presents on the date and year first above mentioned.

\_\_\_\_\_  
Signature of the Mortgagor

Witnesses & Address

1. \_\_\_\_\_ Name \_\_\_\_\_  
\_\_\_\_\_  
Name of the Father/ Spouse \_\_\_\_\_  
\_\_\_\_\_ Name \_\_\_\_\_

2. \_\_\_\_\_ Permanent Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If space is insufficient please use extra-sheet which must be signed by the mortgagor (s)

## LETTER OF GUARANTEE

The Manager

Midland Bank Limited

\_\_\_\_\_ Branch

Dated: \_\_\_\_\_

\_\_\_\_\_

In consideration of your countersigning or continuing advances or otherwise giving or continuing credit or accommodation to \_\_\_\_\_ hereinafter called the Principal, I/We jointly and severally guarantee to you due repayment, within two days after demand, of all money which shall at any time be due to you from the Principal, In any shape or form, together with interest, charges, cost etc. provided that the total amount recoverable from me/us jointly and severally under this guarantee shall not any time exceed the principal sum to Tk \_\_\_\_\_ (Taka \_\_\_\_\_) only exclusive of interest and charges.

### **And I/we, jointly, further agree as under:**

- (1) My/Our liabilities under this guarantee shall be as that of a Principal debtor and you may at your option hold me/us primarily responsible for the liabilities of the Principal.
- (2) This guarantee shall be a continuing security binding on me/us and my/our personal representative(s) until receipt by you of written notice of discontinuance thereof and notwithstanding such discontinuance or any release or granting of time or other indulgence by you to anyone or more of us, this guarantee shall remain a continuing security as regards the other or others. In case of discontinuance by notice, this guarantee shall, nevertheless as to the parties giving notice, whether certain or contingent, and also for any credit established for the Principal and for all Instruments drawn on you or accepted by you, for the benefit of the Principal and purporting to be dated on or before the date of receipt of the notice, though actually paid or honored after that date.
- (3) This guarantee is additional and without prejudice to, any other guarantee or securities given by me/us in respect of any indebtedness covered by this guarantee.
- (4) The guarantee shall not be discharged or prejudiced by any partial payment or by settlement of accounts or the existence of a credit balance of the Principal at any time or by discharge or the Principal by operation of law or for any other reasons.
- (5) You may, as you think fit and without reference to me/us, grant the Principal time or other indulgence or make or accept any arrangement or composition with him in respect or any indebtedness hereby guaranteed, and also vary, renew, release, realize or in any way deal with any security or right, now or hereafter held by you in respect of the indebtedness.
- (6) You may deal with any dividend, partial payment etc. received In respect of the indebtedness hereby guaranteed, and also with and security held or proceeds thereof. as you may deem fit so as to confer on you maximum benefits.

- (7) In respect of any security held by you in respect of the indebtedness hereby guaranteed. I/We shall not do or cause to be done, anything that will impair their value or in case of insolvency of the Principal or of a co-surety shall not prove In competition until all the money due to you are repaid,
- (8) Any account, settled between you and the principal as well as any statement of the Bank regarding the amount due to you at any time, will be accepted by me/us as conclusive evidence of the extent of my/our liability under this guarantee.
- (9) In the case of the Principal or ourselves being a firm, any change in the constitution shall not affect our liability thereunder,
- (10) Where the Principal purports to act on behalf of another Person or Corporation or Company, you shall not be bound to enquire into the power of such Principal and all the money borrowed by him will be covered by this guarantee notwithstanding any absence or insufficiency of or Irregularity in the exercise of the power.
- (11) Any notice, by way of-demand, request or otherwise thereunder, may be given to me/us or any of us personally or may be left at the last known place of business or residence or may be, sent' to me/us or any of us by post addressed as aforesaid and if, sent by post, it shall be deemed to have been duly given when It would reach me/us in due course of post. If, for want of address or otherwise, the notice cannot be given by post, an advertisement in a newspaper shall be deemed sufficient notice given on the day advertisement appears.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_

#### Witnesses

- |    |                     |                     |
|----|---------------------|---------------------|
| 1. | Signature _____     | Signature _____     |
|    | Name _____          | Name _____          |
|    | Father's Name _____ | Father's Name _____ |
|    | Mother's Name _____ | Mother's Name _____ |
|    | Spouse's Name _____ | Spouse's Name _____ |
|    | Address _____       | Address _____       |
|    | _____               | _____               |
| 2. | Signature _____     |                     |
|    | Name _____          |                     |
|    | Father's Name _____ |                     |
|    | Mother's Name _____ |                     |
|    | Spouse's Name _____ |                     |
|    | Address _____       |                     |
|    | _____               |                     |

**LETTER OF AGREEMENT**

The Manager

Midland Bank Limited

\_\_\_\_\_ Branch  
\_\_\_\_\_

Dated: \_\_\_\_\_

I/We thank you for the above line of credit as advised in your letter dated \_\_\_\_\_. I/We have this day executed a promissory note and other documents for your record.

I/We hereby acknowledge your right to cancel any or all the line(s) of credit at any time with or without prior notice to us. In the event of the line(s) being cancelled by you. I/We undertake to pay you on demand all outstanding balance together with accrued interest and charges.

\_\_\_\_\_  
Authorized Signature (s)

## MEMORANDUM OF DEPOSIT OF CHEQUES

The Manager  
Midland Bank Limited

\_\_\_\_\_ Branch  
\_\_\_\_\_

Dated: \_\_\_\_\_

1. In consideration of the Bank granting or continuing credit facility in any amount as long as the Bank may think fit to me/us, hereby declare that I/we have deposited cheques described in the Schedule below including interest accrued thereon (hereinafter referred to as the "cheques") and acknowledge that the cheques are drawn by me/us and are to be held by the Bank as continuing security for repayment of any advances the Bank may make from time to time with interest and charges thereon from time to time applicable or agreed upon.
2. I/we hereby declare and acknowledge that the cheques will be a continuing security, notwithstanding the fact that by payments made on the account of the credit facilities or advances from time to time reduced or extinguished or even that the balance of the said account may be in credit.
3. I/we hereby agree that the Bank may at any time or times hereinafter without notice to me/us present all or any of the cheques and set off, transfer or apply or any of the money from the cheques from time to time in or towards the discharge and satisfaction of all sums of money which now are or at any time or times hereinafter may become due or owing to the Bank by me/us either alone or jointly with any other person or persons, company or companies, on any account or in respect of any liability whatsoever whether actual or contingent and whether in the character of borrower, principal debtor or guarantor or surety or otherwise.
4. I/we hereby also agree until all liabilities whether whether actual actual or contingent, primary or collateral, joint or several shall have been fully discharged and satisfied the bank may retain the cheques as the bank in its absolute discretion may consider necessary to meet such liabilities on maturity or otherwise.
5. I/we further hereby declare and acknowledge that I/we have nor shall have any claim whatsoever to the amounts of the cheques and undertake that the cheques will be honored on presentment and will retain sufficient sums for payment of the cheques, until I/we have received from the bank notice in writing to the effect that the Bank no longer requires the cheques or the amounts of the cheques as security.
6. The Bank shall be entitled to require from me/us other cheques from time to time at its sole discretion without reference to me/us until such time as all liabilities and obligations which are outstanding against me/us are fully satisfied and discharged, and the other cheques shall continue to be held by the Bank as security in the same way as the cheques.
7. If the cheques are undated, I/we hereby authorize the Bank to insert any date in all or any of the cheques from time to time.
8. I/we hereby further declare that this letter shall be binding on my heirs, representatives and successors, and shall be valid notwithstanding any change in the amalgamation, or acquisition of the Bank with any other corporate body.
9. I/we hereby further declare that I/we hereby authorize the Bank to disclose information with regard to the cheques and for this to any regulatory authority, any office of the Bank, any assignee of the Bank, agent of the Bank or to any subsidiary company of the bank.

### SCHEDULE

#### Description of Cheques

Drawee Bank and Branch	Account No.	Cheque No.	Date	Amount

Signature of Principal Applicant  
Name:

Signature of Joint Applicant  
Name:

**JOINT & SEVERAL DEMAND PROMISSORY NOTE**

Tk.:\_\_\_\_\_

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

We jointly and severally promise to pay on demand to Midland Bank Limited. or order the sum of Tk.\_\_\_\_\_

(Taka \_\_\_\_\_) only together with interest at the rate of \_\_\_\_\_% per annum with monthly/ quarterly rests for value received.



**LETTER OF LIEN FOR ADVANCE AGAINST FIXED  
DEPOSIT RECEIPT AND OTHER DEPOSITS STANDING IN  
THE NAME OF THE BORROWER**

Midland Bank Limited

\_\_\_\_\_ Branch

\_\_\_\_\_

Dear Sir,

In consideration of your agreeing to make or continue advances or otherwise to give or continue credit or accommodation or any kind of banking facilities to me/us, I/we hereby give you lien and/or right to set off against the balance in my/our account mentioned at the foot hereof (hereinafter refer to as the said account), which I am/we are tendering herewith duly discharge by me/us. In the event of my/our failing to adjust our account on demand or discharge my/our liabilities or commitments to your bank in any shape or form , without prejudice to all your rights and remedies in this matter , you shall be entitled to realize the proceeds of the said account(s) on or before maturity at any time, without giving any notice to me/us and apply the same towards adjustment of my/our account, liabilities or commitments to your Bank for which purpose I am/we are hereby expressly authorizing you.

PARTICULARS OF ACCOUNT UNDER LIEN AND AUTHORITY TO SET OFF

No. of Account	Nature of Account	Person(s) in whose names the Account stands	Balance in Account	Remarks

Yours faithfully,



# LETTER OF LIEN AND AUTHORITY FOR ADVANCES TO THIRD PARTY'S AGAINST FIXED DEPOSITS/CALL DEPOSITS/SPECIAL DEPOSITS OR MARGIN DEPOSITS

Date:.....

## Midland Bank Limited

\_\_\_\_\_Branch  
\_\_\_\_\_

Dear Sir,

In consideration of your granting at my/our request a Loan/Overdraft /Cash Credit limit of Taka \_\_\_\_\_  
(Taka \_\_\_\_\_) only to  
Mr/Messrs \_\_\_\_\_

[hereafter referred to as the Principal Borrower(s)], I/we jointly and severally guaranty to you repayment of the said Loan/Overdraft /Cash Credit with all interest due thereon and all costs, charges and expenses for recovery thereof.

By way of security I am/we are hereby giving to you a lien and/or right of set off against the balance in my/our account mentioned at the foot hereof (hereinafter referred to as the said account) I/we hereby undertake not to withdraw or call back the deposit in the said amount until the Loan/Overdraft /Cash Credit account of the Principal Borrower(s) is fully adjusted with interest accrued thereon.

If at any time you wish to call back the Loan/Overdraft /Cash Credit allowed to the Principal Borrowers, you shall be at liberty to do so and if the Principal Borrower(s) fail to repay the Loan/Overdraft /Cash Credit with interest accrued thereon or any part thereof. I/we hereby authorise you to appropriate from the said account any amount that may be necessary to get adjusted the Loan/Overdraft /Cash Credit account of the Principal Borrower(s) with all interest accrued/due thereon without any reference to me/us.

I/we confirm that your right hereunder shall not be prejudiced by any time or indulgence allowed by you to the Principal Borrower (s) or by his/their release from liability by operation of law or otherwise or by releasing any security otherwise held by you against the Loan/Overdraft/Cash Credit account of the Principal Borrower(s) from him/them or any other person or persons or by reason of any change in the constitution of the Principal Borrower(s) of your Bank.

My/Our liabilities hereunder shall be as that of Principal Borrower.

I/We further undertake to sign and deliver to you any other document or documents that you may from time to time or at any time require from me/us for better effectuating your rights hereunder.

Contd.....overleaf

**PARTICULARS OF ACCOUNT UNDER LIEN AND AUTHORITY TO SET OFF**

No. of Account	Nature of Account	Person(s) in whose names the Account stands	Balance in Account	Remarks

Yours faithfully,

\_\_\_\_\_  
Signature

## MEMORANDUM OF DEPOSIT OF SECURITIES

The Manager  
Midland Bank Limited  
\_\_\_\_\_ Branch  
\_\_\_\_\_

Dated:.....

Whereas I/We \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ in consideration of your providing me/us  
\_\_\_\_\_ (third party) \_\_\_\_\_ facility of  
Tk. \_\_\_\_\_ (Taka \_\_\_\_\_)

have agreed to create charge on the following security (ies):

- Fixed Deposit Receipt/Special Deposit Receipt/Any Other Deposit Receipt.
- Sanchayapatra
- ICB Unit Certificate /Mutual Fund
- Wage Earners Development Bond
- Share Certificate/Mutual Fund

### PARTICULARS OF SECURITIES

Type of security	Date of Purchase	Number	Face Value

For the above purpose I/We \_\_\_\_\_ of \_\_\_\_\_

hereby deposit with you that instrument/share certificates alongwith letter of lien/pledge/Identification Slip/DB-19 Form/Surrender Form/blank share transfer instrument(s) relating to the security/shares described in the schedule above for ensuring the repayment to you on demand of all outstanding dues including Interest/Charge \_\_\_\_\_

against \_\_\_\_\_ facility of TK. \_\_\_\_\_ (Taka \_\_\_\_\_  
\_\_\_\_\_) only given to me /us. \_\_\_\_\_

\_\_\_\_\_ (Third Party) by you either solely and/or jointly with any other person(s) liable to the Bank whether on account of said loan or any other liabilities including promissory notes, cheques, and other negotiable instruments, or in any manner whatsoever including the interest and charges accruing on or in connection with the said liability and any other loan(s) as many be given in future. I/we hereby irrevocably authorize and empower you at your absolute discretion to sell/Liquidate the shares/security at my/our risk and on my/our account and out of the proceeds of such sale after paying all costs, charges and expenses incidental to the sale to adjust the outstanding dues in my/our relevant loan account and any other outstanding accounts along with interest/charge thereon. In the event of any shortfall in the said account, I/We shall also remain personally responsible to repay the shortfall amount to you within the specified period.

In witness whereof I/we sign this instrument on the date mentioned above.

Witness:

1.....  
.....

Yours faithfully



Head Office:

N.B.Tower (Level 6-9), 40/7 North Avenue, Gulshan 2, Dhaka 1212, Bangladesh

[www.midlandbankbd.net](http://www.midlandbankbd.net)