

Business Name (As per Trade License):
Name of the Proprietor/Partners/MD/Director:
.....
Address (As per Trade License):
.....

ORIGINATING UNIT:.....
Name of RO:.....Mobile No:
Name of RM:.....Mobile No:.....
Name of BM/HoB:Mobile No:.....
Loan Amount Tk..... (Tk. In words)
Period:Purpose of Loan.....
Relationship (Please Tick) ☐ 1st Time ☐ 2nd Time Time
Customer ID No. (Must for repeat loan):
Existing Loan A/C No:.....
A/C No. & Title:.....

PART A: TO BE FILLED IN BY LOAN APPLICANTDate : **Business Information**

Name of the Business:.....

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

Photograph

Facility Details: ☐ New ☐ Repeat [.....rd/th Repeat]

Facility Type	Existing	Proposed		
		Amount	Tenor	Interest Rate
Term Loan				
Overdraft				
Short Term Loan				
LC (Letter of Credit)				
LATR (Loan Against Trust Receipt)				
IBP (Inland Bill Purchase)				
Bank Guarantee				

Purpose: ☐ Working Capital ☐ Fixed Asset Purchase ☐ Others

In case of Fixed Asset Purchase:

Name of Fixed Asset:Price.....Origin.....

Proposed Collateral:

- ☐ Hypothecation on stocks and receivables
- ☐ Personal Guarantee
- ☐ Third Party Guarantee of having PNW of Tk.....
- ☐ Lien on Fixed Deposit of Tk.....(Face Value) and Tk.....(Book Value) standing in the name of(relationship with the applicant) bearing account no.....
- ☐ Title Deed of Land/Building at valued Tk.....
- ☐ Mortgage of Land/Building at valued Tk.....(FSV) (as assessed by surveyor), valued Tk.....(FSV) (as assessed by RM/BM), valued Tk.....(FSV) (as assessed by CAD)

Details of Business:Type of Business (Ownership): ☐ Sole Proprietorship ☐ Partnership ☐ Limited CompanySector: ☐ Manufacturing ☐ Trading ☐ Service ☐ Agriculture

Detail of Business:

Initial Investment (Net Worth/Equity):

Present Net Worth/Equity:

Date of Incorporation:TIN.....VAT Registration Number.....

Numbers of Employees:

Address:

.....

Office.....

.....

Phone Number:Cell Number:.....

Showroom:.....Cell Number:.....

Warehouse:..... Cell Number:.....

Factory:..... Cell Number:.....

Business segment as per BB definition:.....

.....

Stock Information:

S.L. No.	Product Type	Units in Stock	Per Unit Procurement/Market Price whichever is lower (In BDT)	Total (In BDT)

Machineries:

S.L. No.	Type of Machineries	Units Owned by The Concern	Per Unit Market Price (In BDT)	Total (In BDT)
A				
B				
C				
D				

List of Buyers:

Buyer's/Organization's Name	Amount of Receivables	Aging	% of Total Turnover	Phone Number

(*) Year of relationship to be mentioned in case of particular buyer concentration

List of Suppliers

Supplier's/Organization's Name	Items	Amount of Payables	% of Supply	Phone Number

(*) Year of relationship to be mentioned in case of particular supplier concentration

Fixed Assets (Land & Building and Equipment)

Type of Fixed Assets	Item	Market Value/Present Value

Other Assets

Current Assets	Item	Market Value/Present Value

Securities (Govt. Savings Instrument, Bank FDR etc.) owned by the Firm/Proprietor/Company

Type of Assets	Item	Market Value/Present Value

Existing Loan Details

Name of the Bank/Financial Institution	Facility Type	Limit	Outstanding	Rate of Interest	Installment	Security

Shareholding Structure

Name of Proprietor/Partner/Director	Designation	Shareholding %

Details of Owner

Name of Owner:

Date of Birth: Educational Qualification:

Years of experience as Entrepreneur: Years of experience as employee

Management staff:

Father's Name:

Mother's Name:

Spouse's Name:

Present Address:

.....

Permanent Address:

.....

NID No.:

Phone Number: Cell Number:

Monthly Income: i) Business..... ii) Others.....

Monthly Expense: No. Of Dependents:

Personal Assets: i) Land..... ii) Building

Liabilities: i) Personal ii) Family.....

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

Name of Applicant:

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

RO/RM/BMs signature: Date:

Name of the RO/RM/BM: Cell No:

Financial Analysis

www.midlandbankbd.net

Profit & Loss A/C:

Items	For the year ended..... (Actual)	For the year ended..... (Actual)	For the year ended..... (Actual)	For the year ended..... (Projected)
Sales				
(Less) Cost of Goods Sold				
Operating Profit				
Administrative Expenses				
Salary				
Rent				
Utility Bill				
Depreciation				
(Less) Total Over Head and Administrative Expenses				
Net Operating Profit				
Financial Expenses				
Net Profit after Financial Expenses				
(Less) Taxes				
Net Profit				
(Less) Withdrawals/Dividends				
Retained Earnings (to B/S)				

Balance Sheet:

Assets				
Items	As of (Actual)	As of (Actual)	As of (Actual)	As of (Projected)
Cash in Hand				
Bank Balance				
Accounts Receivables				
Inventory				
Others (Please specify)				
Total Current Assets				
Total Fixed Assets				
Total Assets				

Liabilities & Owner's Equity				
Items	As of (Actual)	As of (Actual)	As of (Actual)	As of (Projected)
Short Term Loan				
Accounts Payable				
Other Current Liabilities (Please specify)				
Total Current Liabilities				
Long Term Liability				
Total Liabilities				
Owners Equity & Net Worth				
Retained Earnings				
Total Liabilities & Net Worth				

Debt.....

Equity.....

Debt Equity Ratio.....

Observation and Recommendation of the Business Unit:

Client's business & position	:	
Industry Scenario	:	
Client's Financial Position	:	
Client's Strength & Weakness	:	
Collateral Security	:	

PART C: CRM ANALYSIS, OBSERVATION AND RECOMMENDATION:

Risk Issues and Mitigant

Please tick in Agree or Disagree column for each risk point

Financial Risk	Agree	Disagree
1. Sales turnover has not declined > 5% from previous year.		
2. Gross margin has not fallen by > 5% from previous year.		
3. DSCR is more than 4x for Working Capital Loan and more than 2.5x for composite loan.		
4. Current ratio is more than 2x and quick ratio is more than 1x.		
5. Net Worth is at least 30% of total investment.		
6. Net Worth position is improving @10% per annum.		

Account Performance Risk	Agree	Disagree
1. Interest and/or loan repayments have been serviced promptly.		
2. Excesses are not habitual and resolved within the agreed time frame.		
3. Sales routing with Bank is more than 40% of total turnover.		

Management Risk	Agree	Disagree
1. No senior/key management and ownership changes in the last 12 months.		
2. No key man risk/succession issues.		

Security Risk	Agree	Disagree
1. Primary Security I.E. current assets and/or fixed assets adequately covers the client's total liability		
2. Collateral Security has adequate infrastructural utility facility, demarcation and accessibility		
3. Value of collateral adequately covers the proposed facility		

Environmental & Social Risk	Agree	Disagree
1. No significant environmental and social issues that will lead to potential reputational risk for the Bank.		

The Client's Business Position and Industry Analysis:

Facility Requirement:

As on (Visit date of RO/RM/BM/Unit Head)

Stock.....

Receivables.....

Payables.....

Required loan amount.....

Existing loan amount.....

Proposed loan amount.....

Security Coverage.....

Repayment Capacity:

Net Profit Margin.....

Debt Burden Ratio

Repayment capacity amount.....

Existing installments.....

Adjusted repayment capacity amount.....

Recommendation:

I have visited the project named.....Physically on.....

.....and found the above information. Based on the information, recommend the following loan structure.

Facility Type	Existing	Proposed		
		Amount	Tenor	Interest Rate
Term Loan				
Overdraft				
Short Term Loan				
LC (Letter of Credit)				
LATR (Loan Against Trust Receipt)				
IBP (Inland Bill Purchase)				
Bank Guarrantee				

Signature of BM/s.....

Name of the BM:.....

Credit Committee Observation and Recommendation:

Observation and Recommendation of CRM:

Special Condition (if any):

DMD & CRO

MD & CEO

Photograph

Photograph

Date: (May use extra sheet)

Assets	BDT	Liability	BDT	Interest (%)
Land Property		hand loan		
Building		Family liability		
Furniture & Others		Business/Other liability		
Ornaments				
Vehicles				
Bank Balance				
Cash in hand				
Business net-worth				
Others				
(A) Total Assets		(B) Total Liability		
Net Assets (A-B)				

I, hereby, promise & declare that Mr/Mrs.Proprietor/Partner/Director of
..... is my In case of failure to repay the loan for
BDT (In word:)
BDT..... only) received from Midland Bank Ltd. favoring the said business for the purpose of
working capital/fixed asset purchase Other..... I as a guarantor will be bound to repay the whole
amount of loan including interest and principal as per demand raised by Midland Bank Ltd.

Endorsement of the Client

Endorsement of the Client

Guarantor's Information:

Name of Guarantor :
 Age/Date of Birth :
 Father's name :
 Mother's name :
 Spouse's name :
 Present Address : Holding/House No. Vill/Road No.
 P/O. Thana Dist:
 Permanent Address : Holding/House No. Vill/Road No.
 P/O. Thana Dist:
 NID No :
 Telephone no. : Residence Office Mobile:
 Educational Qualification :
 Relationship with Entrepreneur:
 Profession : Designation
 Employer :
 Name/Business Name :
 Experience :
 Business/Work :
 Address :
 Telephone No. : Mobile Fax no
 Total Monthly Income :
 Total Monthly Expenditure :
 Monthly Surplus :
 Previously Guarantor of any firm/ personal loan :

Photograph

Guarantor's Net Assets Statement:

Date: (May use extra sheet)

Assets	BDT	Liability	BDT	Interest (%)
Land Property		hand loan		
Building		Family liability		
Furniture & Others		Business/Other liability		
Ornaments				
Vehicles				
Bank Balance				
Cash in hand				
Business net-worth				
Others				
(A) Total Assets		(B) Total Liability		
Net Assets (A-B)				

I, hereby, promise & declare that Mr/Mrs.Proprietor/Partner/Director of
 is my In case of failure to repay the loan for
 BDT (In word:)
 BDT..... only) received from Midland Bank Ltd. favoring the said business for the purpose of
 working capital/fixed asset purchase Other..... I as a guarantor will be bound to repay the whole
 amount of loan including interest and principal as per demand raised by Midland Bank Ltd.

Guarantor's Signature:

Full Name of the Guarantor:

Both signature must be verified by RO:

Endorsement of the Client

LOAN ACKNOWLEDGEMENT LETTER

I am..... proprietor.....
.....Ref SME/...../...../...../.....
date..... according to the sanction letter the total approved loan Tk/=

(In words.....Tk) Midland Bank and in the name of my company, I am acknowledging receipt of the loan in my Account Number.....of Midland Bank.

Total loan amount

• Required Loan	Tk.
• Minimum balance to maintained in the link account	Tk.
• Fire insurance premium	Tk.
• Life insurance premium	Tk.
Fees & Charges:	
• Loan Processing Fees	Tk.
• Loan Application Fees	Tk.
• VAT	Tk.
• Document Charge	Tk.
• Total Loan	Tk.

Signature (With Seal)

Name.....

Date:

Midland Bank Limited

.....Branch

GENERAL LOAN AGREEMENT

Dear Sir(s),

In consideration of Midland Bank Limited, a banking company hereinafter called the "Bank" (which expression shall, where the context so admits, include its successors and assigns) making or continuing advance or otherwise giving credit or providing finance to us under one or more modes of finance or otherwise affording any other banking facilities or other accommodation of any kind (hereinafter collectively referred to as "Loans") up to a limit of BDT (Taka) only, I/we, at hereinafter called the "borrower" (which expression shall, where the context so admits, include its/ their/ his/ her successors and assigns).

HEREBY AGREE, UNDERTAKE, WARRANT, ASSURE AND COVENANT AS FOLLOWS :

1. Loans Defined: The term "Loans" as used herein shall include any and all indebtedness, obligations and liabilities on any kind of the Borrower (or of any partnership, syndicate, association, joint venture or other group of which the Borrower is a member) in which the Bank shall have interest, now or hereafter existing, whether or not represented by notes, bonds, debentures, drafts, or other evidence of indebtedness, whether arising out of loans, advances on open account, letters of credit, overdraft, contract or by operation of law or otherwise whether absolute or contingent, joint or several, secured or unsecured, due or not due, direct or indirect, liquidated or un-liquidated and whether incurred by the Borrower as principal, surety, endorser, guarantor or otherwise.

2. Security: The term "Security" as used herein shall include all present and future credit balances of the Borrower in any currency with the Bank, all monies, negotiable instruments, commercial papers, notes, bonds, shares, debentures or other securities, bills of lading, airway bills, railway and truck receipts, warehouse receipts, insurance policies, claims, demands and any interest thereon, and any property represented by any of the foregoing and any other property, rights and interests of the Borrower, and any evidence thereof, which have been or at any time shall be delivered to or otherwise come into the possession of the Bank, its custody or control or be in transit to or from or allocated to the Bank for any purpose, whether or not accepted.

3. Pledge: As Security for the Loans, the Borrower hereby pledges to the Bank all of the Security and gives to it a general lien upon, and a right of set-off, of all rights, title and interest of the Borrower in and to any of the Security.

4. General Rights in Security: On the occurrence of any event of default, the Bank may at its option, without notice and without incurring any liability and without discharging or otherwise affecting any liability of the Borrower thereon:

- (a) exercise any or all powers with respect to any Security with the same force and effect and in the manner as an absolute owner thereof;
- (b) transfer any Security to the name of the Bank;
- (c) exercise all voting powers;
- (d) remove or have removed any Security from any state or country to any other state or country;
- (e) pledge any obligations issued or guaranteed by the Government of Bangladesh or any local authority which comprises the Security either alone or mingled with other collateral, to the Bangladesh Bank or any other authority in Bangladesh to secure deposits or other obligations of the Bank whether or not in excess of the Loans to the Borrower by the Bank.
- (f) demand and receive all payments and distributions of any Security (including principal, premium, interest, dividend or other income, share dividends and rights to subscribe);
- (g) the Bank may act on behalf of the Borrower in its name or in the name of any one for whom it has acted or shall act as agent, demand, sue for, collect and receive any Monies, securities or other property at any time due, payable or receivable on account of or in exchange for any Security, or make any compromise or settlement deemed desirable with respect thereto;
- (h) sell any Security which constitutes an obligation for the payment of money, in any manner hereinafter provided, or extend the time of payment of any such Security, arrange for payment of any such Security in installments, or otherwise modify the terms thereof as to any other Party thereon;
- (i) apply the net cash proceeds of any Security, whether principal or interest, to the principal and interest if any payable on any loan, or to continue to hold such proceeds as Security;
- (j) surrender or release any Security to the Borrower, or exchange any Security for another Security provided by the Borrower.

5. Bank's obligations as to Security: The Bank shall be under no obligation to send notices, perform services or take any action of any kind in connection with the management of the Security. The Bank shall have no responsibility or liability for the form, sufficiency, accuracy, genuineness or legal effect of any Security or any instrument in any way relating thereto or any signature thereon, or any instrument representing or purporting to represent property or goods, or for the performance of any obligation of carriage, storage, insurance or otherwise, or for the consequences of any error, interruption, delay, mutilation or loss in transit of cables, telegrams, letters or other documents, or errors in translation or interpretation, or for obligations imposed by laws, customs or regulations of any state or country, or for the acts or decisions of Public Authorities, strikes, lockouts, riots, wars, acts of God, or other causes beyond the control of the Bank, or for the act or failure to act by any of the Bank's correspondents.

6. Insurance: The Borrower will at its own expense at all times keep fully insured with reputable companies acceptable to the Bank all tangible property constituting a part of the security, against loss by fire or any other risks to which said property may be subject, and will deposit with the Bank copies of the policies or certificate thereof in such form as the Bank shall approve. The Borrower shall make the Bank co-beneficiary to such policies. If the Borrower shall fail to do so, the Bank may maintain such insurance and the expense thereof shall be an additional liability of the Borrower.

7. Additional Security: The Borrower will, upon demand of the Bank at any time or from time to time, furnish such further Security or make such payment on account as will be satisfactory to the Bank.

8. Acceleration of Maturity: The Bank, at its own discretion, may decide to accelerate the date of maturity of the Loans, in the event that

- (a) the Borrower fails to furnish further Security or make payment as required in the previous paragraph; or
- (b) any sum becoming due and unpaid by the Borrower within 7 days of becoming due; or
- (c) the Borrower shall fail to perform any terms and conditions herein contained; or
- (d) the premium relative to any policy of insurance constituting a part of the Security is not paid when due, or such premium if paid by the operation of provision in any such policy for automatic premium loans by the insurer with or without the consent of the Bank; or
- (e) the Borrower (1) die (2) becomes insolvent (however evident), (3) commits any act of insolvency, (4) defaults in any payment on any indebtedness or in the performance of any instrument relating to any indebtedness, (5) makes a general assignment for the benefit of creditors, (6) suspends the operation of the Borrower's business (7) is expelled or suspended from any exchange or trade association, (8) admits in writing the inability of the Borrower to pay the Borrower's debts generally as they become due; or
- (f) any petition in bankruptcy or insolvency or for a reorganization, composition, extension of the appointment of a receiver or other relief under any law relating to bankruptcy, insolvency, the relief of debtors or the liquidation or adjustment of indebtedness's is filed by or against the Borrower or the property of the Borrower; or
- (g) the Borrower, being a corporation, a resolution, for its winding up is passed or an order is made for its winding up; or
- (h) any warrant, order of attachment, tax lien or levy, restraint or garnishment or sequestration be issued against any of the property of the Borrower by any receiver, court or governmental authority to take possession or control of any substantial part of such property or control over the affairs and obligations of the Borrower; or
- (i) any of the events described in subdivisions (e) through (h) above shall occur (1) with respect to any maker; obligor, endorser, guarantor, surety issuer or other person liable, upon or for any loan or Security or any partnership of which the Borrower or any such person may now or then be a member, (2) with respect to the property of any such person or partnership, then and in any such event, all Loans shall be due and payable forthwith without presentation or demand for payment which are hereby expressly waived and thereafter all Loans shall bear interest at the legal rate (if higher than the rate then applicable thereto), provided however, that the Bank in its sole discretion may by notice in writing waive, suspend or modify the effect on any such event upon any loan either before or after the same shall have occurred.

9. Realization on Security: Upon non-payment of interest or non-payment of principal on any loan which due or becoming due as above provided, the Bank may without demand of payment or notice of intention, enforce, collect and realize the dues by sale of the Security, assignment, set off, application and otherwise. Any such sale, assignment, or other realization may be at any time and place public or private with or without advertisement or notice of the time or place or otherwise (all of which are waived), in one or more sale(s) or purchase(s) at such price or prices as the Bank may deem best, for cash or on credit or future delivery, without assumption of any credit risk. The Bank may be a purchaser at any such sale, and each purchaser of any Security so sold (including the Bank) shall hold the same absolutely free from any claim or right of any kind or equity or redemption of the Borrower, which are hereby waived and released.

10. Expenses: The Borrower will pay all expenses (including legal fees of every kind) of or incidental to the enforcement of any of the provisions hereof or of any of the Loans or of any actual or attempted sale or of any exchange, enforcement, collection or settlement of the Security and of the receipt of the proceeds thereof, and of the care of the Security (including insurance), and any such expense incurred by the Bank shall be added to the amounts due on all Loans and the Bank shall be entitled to all of the benefits thereof.

11. Liability for Unpaid Balance, Return of Security: Notwithstanding the return of Security or realization by the Bank upon entire Security or the retention by the Bank of any Security, regardless of its value, the Borrower shall remain liable for the unpaid balance of all loans, together with interest thereon till the date of payment. After all Loans (including expenses, charges, interest premium, principal and other sums included therein) have been paid in full, any Security remaining and the remaining proceeds of any Security shall be returned to the Borrower.

12. Rights Cumulative, No waiver: The rights and remedies herein expressly specified are cumulative and non-exclusive of any which the Bank would otherwise have, but it is not intended that any right or remedy be exercised in any jurisdiction in which such exercise would be specifically prohibited by law. No delay by the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise of any other right. The Bank shall not be liable for exercising or failing to exercise any power or right.

13. Waiver of Presentment: The Borrower hereby waives presentment (except for acceptance when necessary), protest, notice of protest and notice of dishonour of any and all instruments included in the Loans or the Security, whether upon inception, maturity, acceleration of maturity or otherwise and any or all other notice and demand whatsoever, whether or not relating to such instruments.

14. Amendment: This Agreement shall not be amended, modified or limited except by a written agreement expressly setting out the amendment, modification or limitation and signed by the party against which such amendment, modification or limitation is to be effective. This

Agreement shall supersede any inconsistent provisions of any custody agreement hereinbefore executed.

15. Payment: Unless otherwise agreed, all Loans hereto before or hereafter obtained from or through the Bank by the Borrower shall be repayable on demand at the branch of the Bank at which the Loan was made available to the Borrower.

16. Notices: Service of Process demands for additional Security and any other demands or notice to the undersigned made by telephone or in writing left at or telegraphed or mailed to the address as the Borrower may furnish in writing, shall be as effective as if delivered in person. The Borrower consents to the, commencement of any action and the service of any process at any place where the Borrower resides or conducts business or has any property.

17. Participations: The Bank may act hereunder or with respect to any Loan or Security, on behalf of or as agent for any principal or participant, and may grant participation, in or assign any Loan, and may grant participation in or assign this agreement and transfer any Security to any such principal, participant in or assignee of any Loan. In any such case, the term "Bank" as used herein shall include all such principals, participants and assignees, each of whom shall have all the benefits of this agreement as if named herein. The Bank shall continue to have the benefits hereof if it retains any interest in any Loan or Security but shall be fully discharged from all claims and responsibility from any Security so transferred. The Bank may in its discretion exercise all of the rights herein granted without the consent of or notice to any principal, participant, or assignee, and shall not be liable to any principal, participant or assignee for any such action. The term "Bank" as used herein shall also include any agent or nominee of the Bank and each agent or nominee shall also have the benefits of this agreement as if named herein.

18. Parties: If more than one person signs this Agreement, they will be jointly and severally liable hereunder, the term "Borrower" will refer to all such person collectively, and the provisions hereof regarding the Loans or Security will apply to any Loan or any Security of any or all of such persons, but the Bank will be authorized to deal hereunder with any one or more such persons. This Agreement will be binding upon the heirs, executors, administrators, successors, or assigns of each Borrower.

19. Continuing Agreement: This agreement shall apply to all existing and future transactions, whether or not of the character contemplated at the date hereof, and if all transactions between the Bank and the Borrower shall at any time or times be closed, this agreement shall be applicable to any new transaction thereafter. The acceptances of this agreement shall not be deemed a commitment by the Bank to make any new Loan or extend any fresh credits in the future.

20. Miscellaneous: The Borrower will furnish financial statements yearly and will give prompt notice (30 days in advance when possible) of any bulk sale of assets or change in management, control or business policies or any meeting of creditors or any judgment against the Borrower or any event that may be detrimental to the rights and interests of creditors or any judgment against the Borrower or any event that may be detrimental to the rights and interests of the Bank or any event mentioned hereinbefore and will provide additional information and will permit inspection of books and records on request.

If this agreement is signed or otherwise executed by or on behalf of more than one party, the obligations and the liabilities of such parties shall be deemed to be joint and several unless expressly stated to the contrary. It is also understood that any word appearing in the singular will also apply for the plural and vice versa. This agreement is to be construed according to the laws of Bangladesh.

The subject-headings of this agreement are for the purpose of convenience only and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS whereof we executed these presents on the day, month and year first hereinabove written.

Authorized Signature

Authorized Signature

Witness:

1. -----

2. -----

Name :

Name :

Address:

Address:

Date:

The Manager

Midland Bank Limited

.....Branch

LETTER OF UNDERTAKING

Dear Sir(s),

In consideration of your making or continuing to make advances or **otherwise giving** credit or providing credit or providing finance to us under one or more modes of "finance" or otherwise affording any **other banking** facilities or other accommodation of any kind, hereinafter referred to as "Credit Facilities" up to **a limit of BDT**(**Taka**.....) only.

I/we, athereinafter called the "Borrower",

DO HEREBY AGREE, UNDERTAKE AND COVENANT AS FOLLOWS:

The Borrower hereby confirms to the Bank that the Equity of **the Company** together with the Loans from the Directors/Shareholders shall be maintained at all times at a **minimum of BDT**.....(Taka) only. This amount will not be reduced or returned to the Directors/Shareholders without the prior written consent of the Bank, even when the accounts may be in clear credit in favour of the Borrower.

If this agreement is signed or otherwise executed by or on behalf of more than one party, the obligations and liabilities of such parties shall be deemed to be joint and several unless expressly stated to the contrary.

It is also understood that any word appearing in the singular will also apply for the plural and vice versa.

IN WITNESS where of we executed these presents on the day, month and year first hereinabove written.

Authorized Signature

Authorized Signature

Witness:

1. _____

2. _____

Name :

Name :

Address:

Address:

CDT/023/2018

Date:

The Manager

Midland Bank Limited

.....Branch

LETTER OF ARRANGEMENT

Dear Sir(s),
**Ref: Loan/Advance/Overdraft/Cash Credit Limit of BDT.....(Taka
.....) only granted in favour ofat
.....**

With reference to the above limit granted in our favour 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 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 by me/us immediately on demand.

If this agreement is signed or otherwise executed by or on behalf of more than one party, the obligation and the liability of such parties shall be deemed to be joint and several unless expressly stated to the contrary.

It is also understood that any word appearing in the singular will also apply for the plural and vice versa.

IN WITNESS whereof we executed these presents on the day, month and year first here in above written.

Authorized Signature

Authorized Signature

Witness:

1. -----

2. -----

Name :

Name :

Address:

Address:

CDT/002/2018

Date:

The Manager

Midland Bank Limited

.....Branch

LETTER OF INSTALLMENT

Dear Sir (s)

Ref: Medium/ Short Term Loan/Long Term Loan for BDT.....
(Taka.....) Only granted in favour of
..... at with reference to the Term
loan of Tk.....(Taka.
.....) Only sanctioned by you in the name of.....
I/we hereby undertake to pay monthly installments of Tk.....
(Taka.....) Only as per terms of the
sanction advice towards adjustment of the said loan.

I have clearly understood that amount of loan outstanding against the aforesaid loan sanctioned by you may be recalled at any time by giving due notice if installments are not paid regularly by me in accordance with this undertaking.

Authorized Signature

Authorized Signature

Date:

The Manager

Midland Bank Limited

.....Branch

LETTER OF DISBURSEMENT

Dear Sir (s)

**Ref: Medium/ Short Term Loan/Long Term Loan for BDT
(Taka) Only.**

With reference to the above loan availed by me/ our organization in respect of which
I / we have signed a Demand Promissory Note for Tk. (Taka.....
.....) only. Please disburse Tk.
(Taka) Only.

Authorized Signature

Authorized Signature

LETTER OF DISCLAIMER

Date

The Manager

Midland Bank Limited

.....Branch

Dear Sir,

Ref: Term Loan Allowed to
A/C :

With reference to the above, I/we hereby confirm and place on record that the stock of goods and machineries stored in the premises at, is occupied by. I have and will have no interest/right/title on the declared goods/machineries and/or that which may be stored/installed therein from time to time. I confirm that this instrument will remain in full force till such time the facilities given by **Midland Bank Ltd.** are being enjoyed by Mr./Mrs./M/S. at and till

I/We receive a revocation of such right in writing from you.

Yours faithfully,

Authorized Signature

Name :

Father's/ Husband's Name :

Present Address :

Permanent Address :

Authorized Signature:

Name :

Father's/ Husband's Name :

Present Address :

Permanent Address :

Signed in presence of :

1.

Name :

Address :

2.

Name :

Address :

Date:

Midland Bank Limited

.....Branch

PERSONAL LETTER OF GUARANTEE

In consideration of your making or continuing advances or otherwise giving or continuing credit or accommodation or other banking facilities to.....hereinafter called "the Principal", I, son/daughter ofof the undersigned, Guarantee to you due repayment within 3 (three) business days after demand of all none which shall at any time be due to you from the Principal, in any shape or form together with interest, charges, costs etc. provided that the total amount recoverable from me under this Guarantee shall be the principal sum of **BDT.....(Taka**) only exclusive of interest, costs and charges and I further agree as under:

1. My liability under this Guarantee shall be as that of a principal debtor and you may at your option hold me primarily responsible for all the liabilities of the Principal towards you.
2. In case of delay or default by the Principal debtor to repay the debt. I undertake to pay the principal amount together with interest accrued thereon and all costs, charges and expenses which the Bank shall incur till the date of final settlement.
3. This Guarantee shall be a continuing Security binding on me and my personal representative(s) until a written notice of discontinuance is received by me from you and notwithstanding such discontinuance or any release or granting of time or other indulgence by you to the Principal, this Guarantee shall remain a continuing Security as regards my personal representative(s). In case of discontinuance by notice, this Guarantee shall, nevertheless as to the parties giving notice, continue to be binding on them and their personal representative(s) in respect of all the liabilities of the Principal up to the limit above mentioned at the date of receipt of such notice, whether certain or contingent, and also for any credits 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 honoured after that date.
4. This Guarantee is and shall be deemed to be additional and without prejudice to any other guarantee(s) or securities given by the Principal in respect of any indebtedness covered by this Guarantee.
5. This Guarantee shall not be discharged or prejudiced by any partial payment or settlement of amounts or the existence of a credit balance of the Principal at any time or by discharge of the Principal by operation of law or for any other reason.
6. This Guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money remaining unpaid as aforesaid but shall be a continuing security and shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the Principal to the Bank upon any such account as herein mentioned.
7. You may as you think fit and without reference to me grant the Principal time or other or other indulgence or make or accept any arrangement or composition with the Principal in respect of any indebtedness hereby guaranteed, and also vary, renew, release, realise or in any way deal with any securities or rights now or hereafter held by you

in respect of the indebtedness of the Principal towards you.

8. You may deal with any dividends, partial payments etc. received in respect of the indebtedness hereby guaranteed, and also with any securities held or proceeds thereof, as you may deem fit so as to confer on you maximum benefit.

9. In respect of any securities held by you with regard to the indebtedness hereby guaranteed, I shall not do or cause to be done anything that will impair their value or in case of bankruptcy or insolvency, neither the Principal nor I shall have any right of proof until all the Monies due to you are repaid.

10. Any accounts 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 as conclusive evidence to the extent of my liability under this Guarantee.

11. A certificate in writing signed by an officer of the Bank as to the money and liabilities for the time being due and remaining or incurred to the Bank from or by the Principal shall be final and conclusive evidence in any legal proceedings against me, my executor(s), administrator(s) and legal representative(s) in all courts of law and elsewhere.

12. My liability hereunder shall not be discharged, released, impaired, altered or otherwise affected by (a) time, forbearance, or other indulgence given or agreed to be given by the Bank to the Principal, (b) by reason of any compromise or arrangement between the Bank and the Principal, (c) any other act, event or omission which but for this provision might operate to impair, release, discharge, alter or affect my liability hereunder, (d) any change in the constitution, structure or powers of the Principal, (e) and disputes or differences of whatsoever nature between the Bank and the Principal or any claims of whatsoever nature of the Principal against the Bank, or (f) any circumstances or considerations which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

13. So long as any Monies remain unpaid hereunder the Bank shall have a lien on all securities belonging to me now or hereafter held by the Bank whether furnished in connection with the indebtedness guaranteed hereby or otherwise.

14. In the case of the Principal being a company/firm, any change in its constitution shall not affect my liability hereunder.

15. Where the Principal purports to act on behalf of another person or corporation or company or firm you shall not be bound to enquire into powers of such principal, and all Monies borrowed by him/them will be covered by this Guarantee notwithstanding any absence or insufficiency of or irregularity in the exercise of the powers.

16. If the name of the Principal hereinabove inserted is that of either a firm or of a limited company or any other corporation or of any committee or association or other un-incorporate body, any of the provisions herein contained which are primarily and liberally applicable to the case of a single and individual Principal only shall be construed and take effect so as to give the bank hereunder a guarantee for the money owing from that firm and every member thereof or from that limited company or corporation or committee or association or other un-incorporated body as identical or analogous as may be with or to that which would have been given for the money owing from a single individual if the Principal had been a single individual and any money shall be deemed to be so owing notwithstanding any defect, informality or insufficiency in the borrowing powers of the Principal or in the exercise thereof which might be a defence as between the Principal and the Bank. In the case of a firm, this guarantee shall be deemed to be a continuing guarantee for all Monies owing on any such account as herein mentioned from the person or persons carrying on business in the name of or in succession to the firm or from any one or more of such persons through death, retirement or admission of partners or other causes the constitutions of the firm may have been in part or wholly varied. In case of a limited company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceeding and the money owing as aforesaid and hereby guaranteed shall be deemed to include any monies owing in respect of debentures or debenture stocks of the limited company or other corporation held by or on behalf of the Bank.

17. This guarantee shall be in addition to and not in substitution for any other guarantee given by me to the Bank on behalf of the Principal.

18. Any notice, by way of demand, request or otherwise hereunder may be given to me or left at the last known address/place of business or residence or may be sent to me by post addressed as aforesaid and if sent by post, it shall be deemed to have been duly given and served when it would reach me in due course of registered post with acknowledgement due. 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 the advertisement appears.

It is also understood that any word appearing in the singular will also apply for the plural and vice versa.

Authorized Signature

Name :

Father's/ Husband's Name :

Present Address :

Permanent address :

Witness:

1. _____

2. _____

Name :

Name :

Address :

Address :

CDT/006/2018

Date:

The Manager

Midland Bank Limited

.....Branch

PERSONAL LETTER OF GUARANTEE

In consideration of your making or continuing advances or otherwise giving or continuing credit or accommodation or other banking facilities to.....here in after called "the Principal", I,son/daughter of.....of the undersigned, guarantee to you due repayment within 3 (three) business days after demand of all Monies which shall at any time be due to you from the Principal, in any shape or form together with interest, charges, costs etc. provided that the total amount recoverable from me under this Guarantee shall be the principal sum of **BDT..... (Taka)** only exclusive of interest, costs and charges and I further agree as under:

1. My liability under this Guarantee shall be as that of a principal debtor and you may at your option hold me primarily responsible for all the liabilities of the Principal towards you.
2. In case of delay of or default by the Principal debtor to repay the debt. I undertake to pay the principal amount together with interest accrued thereon and all costs, charges and expenses which the Bank shall incur till the date of final settlement.
3. This Guarantee shall be a continuing Security binding on me and my personal representative(s) until a written notice of discontinuance is received by me from you and notwithstanding such discontinuance or any release or granting of time or other indulgence by you to the principal, this Guarantee shall remain a continuing Security as regards my personal representative(s). In case of discontinuance by notice, this Guarantee shall, nevertheless as to the parties giving notice, continue to be binding on them and their personal representative(s) in respect of all the liabilities of the Principal up to the limit above mentioned at the date of receipt of such notice, whether certain or contingent, and also for any credits 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 honoured after that date.
4. This Guarantee is and shall be deemed to be additional and without prejudice to any other guarantee(s) or securities given by the Principal in respect of any indebtedness covered by this Guarantee.
5. This Guarantee shall not be discharged or prejudiced by any partial payment or settlement of amounts or the existence of a credit balance of the Principal at any time or by discharge of the principal by operation of law or for any other reason.
6. This Guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money remaining unpaid as aforesaid but shall be a continuing security and shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the principal to the Bank upon any such account as herein mentioned.
7. You may as you think fit and without reference to me grant the principal time or other or other indulgence or make or accept any arrangement or composition with the Principal in respect of any indebtedness hereby guaranteed, and also vary, renew, release, realise or in any way deal with any securities or rights now or hereafter held by you in respect of the indebtedness of the principal towards you.

8. You may deal with any dividends, partial payments etc. received in respect of the indebtedness hereby guaranteed, and also with any securities held or proceeds thereof, as you may deem fit so as to confer on you maximum benefit.

9. In respect of any securities held by you with regard to the indebtedness hereby guaranteed, I shall not do or cause to be done anything that will impair their value or in case of bankruptcy or insolvency, neither the Principal nor I shall have any right of proof until all the Monies due to you are repaid.

10. Any accounts 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 as conclusive evidence to the extent of my liability under this Guarantee.

11. A certificate in writing signed by an officer of the Bank as to the money and liabilities for the time being due and remaining or incurred to the Bank from or by the Principal shall be final and conclusive evidence in any legal proceedings against me, my executor(s), administrator(s) and legal representative(s) in all courts of law and elsewhere.

12. My liability hereunder shall not be discharged, released, impaired, altered or otherwise affected by (a) time, forbearance, or other indulgence given or agreed to be given by the Bank to the Principal, (b) by reason of any compromise or arrangement between the Bank and the Principal, (c) any other act, event or omission which but for this provision might operate to impair, release, discharge, alter or affect my liability hereunder, (d) any change in the constitution, structure or powers of the Principal, (e) and disputes or differences of whatsoever nature between the Bank and the Principal or any claims of whatsoever nature of the Principal against the Bank, or (f) any circumstances or considerations which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

13. So long as any Monies remain unpaid hereunder the Bank shall have a lien on all securities belonging to me now or hereafter held by the Bank whether furnished in connection with the indebtedness guaranteed hereby or otherwise.

14. In the case of the Principal being a company/firm, any change in its constitution shall not affect my liability hereunder.

15. Where the Principal purports to act on behalf of another person or corporation or company or firm you shall not be bound to enquire into powers of such principal, and all Monies borrowed by him/them will be covered by this Guarantee notwithstanding any absence or insufficiency of or irregularity in the exercise of the powers.

16. If the name of the Principal hereinabove inserted is that of either a firm or of a limited company or any other corporation or of any committee or association or other un-incorporate body, any of the provisions herein contained which are primarily and liberally applicable to the case of a single and individual Principal only shall be construed and take effect so as to give the bank hereunder a guarantee for the money owing from that firm and every member thereof or from that limited company or corporation or committee or association or other unincorporated body as identical or analogous as may be with or to that which would have been given for the money owing from a single individual if the Principal had been a single individual and any money shall be deemed to be so owing notwithstanding any defect, informality or insufficiency in the borrowing powers of the Principal or in the exercise thereof which might be a defence as between the Principal and the Bank. In the case of a firm, this guarantee shall be deemed to be a continuing guarantee for all Monies owing on any such account as herein mentioned from the person or persons carrying on business in the name of or in succession to the firm or from any one or more of such persons through death, retirement or admission of partners or other causes the constitutions of the firm may have been in part or wholly varied. In case of a limited company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceeding and the money owing as aforesaid and hereby guaranteed shall be deemed to include any Monies owing in respect of debentures or debenture stocks of the limited company or other corporation held by or on behalf of the Bank.

17. This guarantee shall be in addition to and not in substitution for any other guarantee given by me to the Bank on behalf of the Principal.

18. Any notice, by way of demand, request or otherwise hereunder may be given to me or left at the last known address/place of business or residence or may be sent to me by post addressed as aforesaid and if sent by post, it shall be deemed to have been duly given and served when it would reach me in due course of registered post with acknowledgement due. 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 the advertisement appears.

It is also understood that any word appearing in the singular will also apply for the plural and vice versa.

Authorized Signature

Name :

Father's/ Husband's Name :

Present Address :

Permanent address :

Witness:

1. _____

2. _____

Name :

Name :

Address :

Address :

CDT/006/2018

Date:

The Manager

Midland Bank Limited

.....Branch

LETTER OF HYPOTHECATION OF PRESENT & FUTURE ASSETS

Dear Sir(s),

In consideration of **Midland Bank Ltd.**, a banking company registered in Bangladesh under the Companies Act 1994 and is licensed to do banking business by the Bangladesh Bank under the Bank Companies Act, 1991, hereinafter called the "Bank" (which expression shall, where the context so admits, include its successors and assigns) making or continuing advances or otherwise giving credit or providing finance to us under one or more modes of finance or otherwise affording any other banking facilities or other accommodation of any kind, hereinafter collectively referred to as the "Credit Facilities", up to a limit ofBDT.....
(Taka.....) only, for so long as the Bank may think fit, I/we,Address.....
.....hereinafter called the "Borrower",

DO HEREBY AGREE, UNDERTAKE AND COVENANT AS FOLLOWS:

1. I/we hereby hypothecate in favour of the bank all its stocks, goods and moveable properties and assets and such other stocks, goods and moveable properties and assets as may hereafter be imported or otherwise acquired together with the benefit of all rights relating thereto, whether now or hereafter belonging to the Borrower and wherever now or hereafter situated including goods in the course of transit and all documents of title thereto and all proceeds thereof; all its present and future book debts, outstanding monies, receivables, claims, bills, contracts, investments, securities, rights and assets whatsoever; all its plant and machineries, spare parts, accessories, equipments, all other movable properties and assets described in the Schedule hereto and such other Machineries as may hereafter be imported or otherwise acquired by us, whether the same are installed or not or lying loose or whether held by any party to our order and disposition and any other equipment and machineries in course of transit, all of which are hereinafter called "Hypothecated Property", with the benefit of all rights relating thereto, as security for the repayment by us of the Credit Facilities, on demand of all Monies at any time payable by us to Bank in respect of the Credit Facilities and of all our indebtedness or liabilities to the Bank in respect of any loan, credit, advance, overdraft, bills of exchange, promissory note or instrument at any time drawn, accepted or endorsed by us solely or jointly with any other which the Bank may discount or become interested in together, and all other dues, commissions, costs, charges and expenses incidental thereto, that may be payable to the Bank or be incurred by the Bank in terms of the Credit Facilities.

2. The hypothecated properties shall be continuing security by way of first charge in favour of the bank and the borrower hereby confirms that no other encumbrance(s) of any kind is or has been or shall be created by the borrower or any one claiming from the borrower affects or shall affect the hypothecated Properties or any part thereof.

3. The hypothecated properties shall be continuing security for the due payment by the borrower to the bank at any time upon demand by the bank of all sums of money due or which may hereafter become due from the borrower to the bank in respect of the credit facilities including any monies payable under any account of the borrower with the bank under any agreement(s) or instruments(s) executed or to be executed from time to time by the borrower with or in favour of the Bank, whether accrued, accruing or contingent and whether solely or jointly with another or other and the amount of all charges and expenses which the Bank may have paid or incurred or become liable for in any way in connection with the hypothecated properties or the sale or disposal thereof or in covering any type of insurance risk thereon including fire, burglary, riot, flood, rain, water, civil commotion and act of God and other risks and all service charges, damages, liquidated damages, penalties, compensation and the Bank's full costs, charges and expenses incurred in protecting, enforcing, obtaining and maintaining possession of the hypothecated properties all of which are hereinafter collectively referred to as the "Monies Due to the Bank".

4. The borrower will not commit any act of insolvency. If at any time the borrower is adjudicated insolvent or the borrower executes a deed of arrangement or composition with any of its creditors, it shall be lawful for the Bank forthwith or at any time thereafter and without any notice to the Borrower and without prejudice to any of the Bank's rights of suit or any rights under this deed or under law either by public auction or private contract absolutely to sell or otherwise dispose of all or any of the properties forming the Security hereunder either together or in lots or separately and to apply the net proceeds of such sale in or towards liquidation of the "Monies Due to the Bank".

5. The borrower shall carry on its business efficiently and will furnish to you and verify all statements, reports, returns, certificates, accounts, documents and information from time to time as required by the Bank and will also execute all documents and do all acts and things which the Bank may require to give effect hereto and the Borrower authorizes the Bank and its agents and nominees to do as required to do hereunder.

6. The borrower shall not create any Mortgage, Charge, Hypothecation, Lien or any other encumbrance upon or over the Hypothecated Properties or any part thereof except to the Bank nor will the Borrower suffer any such Mortgage, Charge, Hypothecation, Lien or Encumbrance to affect the same or any part thereof nor will the Borrower do or cause to be done or allow or cause to be allowed anything that may prejudice the Security hereby granted to the Bank.

7. Nothing herein contained shall prejudice any of the Bank's rights or remedies in respect of any present or future Security, guarantee, obligation or decree for any of the Borrower's indebtedness or liabilities towards the Bank.

8. The hypothecated properties shall always be kept distinguishable and held by the Borrower in trust as the Bank's exclusive property specifically appropriated to this Security to be dealt with only under the Bank's directions.

9. You, your agents and nominees shall be entitled at all times without notice to us and at our risk and expense and as Attorney for us and in our name to enter into the factory premises and godowns and inspect, value, insure, supervise and or take particulars and charge of all the Hypothecated Properties and Machineries and check any statements, accounts, reports, returns, certificates and information and also on any default by us in payment of any monies hereby secured or the performance of any of our obligations to you or on the occurrence of any circumstances in your opinion endangering the Security to take possession of, recover, receive, appoint receivers, removers and/or sell or otherwise dispose of or deal with the Hypothecated Properties and Machineries and the hypothecated properties and machineries hereafter imported or otherwise acquired and to enforce, realize, settle, compromise and deal with any rights or claims relating thereto without being bound so to do and without prejudice to your rights and remedies of suit or other proceedings. We undertake to give you immediate possession on demand of the hypothecated properties and machineries and to transfer and deliver to you all relative bills, contract, securities and documents and agree to accept your account of sale and realisation as sufficient proof of the amounts realized and relative expenses incurred and to pay any shortfall or deficiency that results therefrom, provided also that you shall be entitled at all times to recover from us by suit or otherwise the balance remaining payable to you.

10. The borrower hereby agrees, undertakes, confirms and authorizes that the bank may, at all times, be at liberty to pay, incur and reimburse all legal and other incidental expenses as between client and attorney(s)/solicitor(s)/pleader(s)/advocate(s) in and towards exercising enforcing and effectively securing all or any of the bank's rights and remedies against the borrower on account of serving of legal notice(s), soliciting and obtaining legal opinion(s) and advice(s), instituting and defending law suit(s) and all proceedings(s) including execution(s), appeal(s), claim(s), petition(s), objection(s), cross-appeal(s), cross-objection(s), revision(s), review(s) and all other miscellaneous applications to courts, tribunals, judicial or quasi-judicial arbitration, government or quasi-government, local or any other authorities for appropriate relief(s) and taking all necessary steps towards the full realization of all the bank's dues from the borrower and/or on account of obtaining any document(s), agreement(s), contract(s), prepared, drafted, executed and/or registered by any lawyer, pleader, advocate, solicitor and attorney, and the bank will be the sole judge as to the necessity, time and manner of paying, incurring and reimbursing such expenses as well as the quantum thereof both of which shall be final and shall not be called into question by the borrower, and the borrower further agrees, undertakes and authorizes the bank to debit all such expenses to the borrower's account with the bank and the borrower agrees to accept statements of account of such and/or any entries in respect thereof signed by the bank as final and conclusive of such of such expenses having been paid or incurred without calling for any vouchers, documents or any other evidence in support of such payments and expenses, and the borrower agrees to keep the bank at all times safe, free, harmless and indemnified against all such expenses, costs and charges as mentioned above.

11. The borrower shall, whenever required by the bank, give full particulars to the bank of all the assets of the borrower including the hypothecated properties and shall at all times allow the bank or the authorized agent(s) of the bank, inspection of the hypothecated properties and of all records of the borrower in reference thereto and shall allow the bank or its agent to value the same. All costs, charges and expenses incurred by the bank for and incidental to such inspection and valuation shall be borne by the borrower and shall be paid to the bank by the borrower forthwith on demand (the bank's statement being conclusive) and, until payment, shall constitute part of the "monies due to the bank" and shall be a charge upon the hypothecated properties. Any such valuation shall be conclusive and binding upon the borrower.

12. The borrower shall at all times during the continuance of this security keep and maintain such margins of security in favour of the bank (hereinafter called the "margins") as hereinafter mentioned. The borrower shall not at any time operate or draw against any account through which the credit facilities may be made available by the bank to the borrower so as to cause the debit balance on such account at any time to exceed such percentage or percentages, as the bank may from time to time fix, of the cost or market value (market value as determined by the bank) whichever is lower of the hypothecated properties or any class or category or portion of the hypothecated properties as specified by the bank from time to time. It is hereby expressly agreed that the bank shall be at liberty to fix different margins for different classes and categories or portions of the hypothecated properties as it may deem fit in its sole discretion and the bank may vary or increase such margins at any time and from time to time. If and so often as the said margins shall fail to be maintained, the borrower shall forthwith (as the bank may require) either hypothecate to the bank further assets approved by the bank and of sufficient value to make up the deficiency or shall reduce the amount for the time being due to the bank by a cash payment so as to maintain the said margins.

13. The borrower undertakes to pay all rents, charges, taxes, outgoings, and other charges related to any immovable property in or on which the hypothecated properties or any part thereof is stored.

14. The borrower shall at its own risk and expense keep the hypothecated properties in good and marketable condition and repair and shall fully insure the same against any loss or damage by fire, theft, explosion, lightning, floods, rainwater, insurrection, riots, civil commotion and strike and against such other risks as the bank may at any time and from time to time require in the joint names of the borrower and the bank with any insurance company(ies) as approved by the bank, and the same shall be assigned in favour of, and delivered to, the bank and the same shall be for the full market value of the hypothecated properties. The insurance policy will be renewed and extended throughout the continuance of this security and the borrower will deliver to the bank all policies and copies of the receipts of premium paid on such insurance. Should the borrower fail to insure as such or to regularly pay the insurance premium or deliver the policies or receipts of premium, the bank may (but shall not be bound to) insure the hypothecated properties for its full market value with any insurance company(ies) at the borrower's

expense and pay the insurance premium on due date and debit the premium and other charges to the borrower's account. In such a case, the premium paid by the bank shall be paid by the borrower to the bank within three(3) days after receiving a demand from the bank requiring payment. The borrower agrees that all sum or sums received under such insurance cover shall be applied in or towards liquidation of the "monies due to the bank". The borrower further agrees that the bank shall be entitled to adjust, settle or compromise in the event of any dispute between the insurance company and the insured arising under or in connection with such policy or policies and such adjustment, settlement or compromise shall be valid and binding on the borrower. The bank shall also be entitled to receive all monies payable under any such policy and to give a valid receipt thereof and the amount so received shall be adjusted towards part payment or part satisfaction of the borrower's indebtedness hereunder and borrower shall not raise any question that a larger sum might or ought to have been received nor be entitled to dispute the borrower's liability for the balance remaining due after such partial payment and adjustment.

15. The credit facilities hereby secured shall be wholly applied in the ordinary course of and for the purpose of the borrower's business.

16. The borrower shall not have the right to sell or otherwise dispose of or part with possession of any hypothecated properties without the prior written consent of the bank and where the bank grants its permission for sale of any hypothecated properties the borrower shall, on any and every such sale, upon receipt of the documents or sale proceeds, deliver the documents or pay the net proceeds of sale to the bank in payment (in so far as the same will extend) of the monies due to the bank. If the borrower draws a bill of exchange for the price of any hypothecated properties sold by the borrower, or for any part of such price, the borrower shall deliver the bill of exchange to the bank for collection.

17. If after the execution hereof, any circumstances shall occur which in the sole judgment of the bank is prejudicial to or imperils this security, then at any time or times after such occurrence the bank, if it thinks fit, shall be entitled at the risk and expense of the borrower, and without any notice to the borrower, to enter (and for the purpose to do any necessary things) any place where the hypothecated properties may be or to inspect, take inventories, value, insure and/or to take charge and/or take possession of all or any part of the hypothecated properties. And if there shall be any default by the borrower in payment of "monies due to the bank" or in the performance of any obligation to the bank hereunder or if any circumstance shall occur which in the sole opinion of the bank shall be prejudicial to or shall endanger or be likely to endanger this security, the bank shall be entitled to seize, recover, receive, appoint receivers of or remove and/or sell as attorney for and in the name of the borrower by public auction or private contract or otherwise dispose of or deal with all or any part of the hypothecated properties and to enforce, realize, settle, compromise and deal with any right aforesaid without being bound to exercise any of this power or Being liable for any enforce, realize, settle, compromise and deal with any right aforesaid without being bound to exercise any of this power or being liable for any losses in the exercise or non-exercise thereof and without prejudice to the bank's rights and remedies of suit(s) or otherwise and notwithstanding that there may be any pending suit(s) or other court proceeding. The borrower hereby undertakes to transfer and deliver to the bank all relative contracts, securities, bazaar chits, bills, notes, hundies and documents and agrees to accept the bank's account of sales and realisation and to pay any shortfall or deficiency thereby shown. And if the net sum realized by such sale shall be insufficient to pay the full amount of "monies due to the bank" then outstanding, the bank shall be at liberty to apply any other money or "monies due to the bank". And in the event of there being still a deficiency, the borrower in or towards the payment of the balance of the "monies due to the bank". And in the event of there being still a deficiency, the borrower shall forthwith pay such deficiency. Provided that nothing herein contained shall in any manner prejudice or after the bank's remedy against the person of the borrower. Upon any sale or other disposal of the hypothecated properties by the bank as hereunder provided, the purchaser thereof shall not be concerned to enquire whether any of the aforesaid events have happened or otherwise enquire as to the regularity of sale provided that the bank shall not in any way be liable or responsible for any loss, damage or depreciation that the hypothecated properties may suffer or sustain on any account whatsoever whilst the same is in possession of the bank or any of its nominees or agents or by reason of the exercise or non-exercise by the bank of any of its rights and remedies hereunder or otherwise howsoever and that all such loss, damage and depreciation howsoever shall be wholly at the account and expense of the borrower.

18. In the event of there being a surplus of the net proceeds of any sale or other disposal of the hypothecated properties after payment in full of the "monies due to the bank", it shall be lawful for the bank to retain and apply the said surplus together with any other monies belonging to the borrower (or any one or more of them) for the time being in the hands of the bank in or under whatever account, as far as the same shall extend against, in or towards payment or liquidation of any or all other monies which shall be or may hereafter become due to the bank from the borrower (or any or more of them).

19. The borrower hereby declares and guarantees that the hypothecated properties (now in existence) is the absolute and unencumbered property of the borrower with full power of disposal thereover and as to future hypothecated properties shall likewise be the absolute unencumbered property of the borrower with full power of disposal. The borrower shall not (except upon sale thereof as hereinbefore provided) either remove or permit or suffer the hypothecated properties or any part thereof to be removed from the premises or any other place where the same may be without the previous consent in writing of the bank or payment in cash to the bank of the value of the same or of replacing the same with other assets of equal value and being acceptable to you.

20. The borrower confirm that the hypothecated properties and all additions thereto and any documents and all sale proceeds received by the borrower upon any sale or realization and insurance monies received shall always be kept in trust for the bank and for this purpose shall be distinguishable and be held as the bank's exclusive property specifically appropriated to this security and be death with only under the direction of the bank and for so long as any "monies due to the bank" remain unpaid, the borrower shall not make or create or suffer any mortgage or charge, line or encumbrance affecting the same or any part thereof, nor do or allow anything which may prejudice this security and the bank shall be at liberty to incur any and all costs or expenses as may be necessary to preserve this security and to maintain the same undiminished and claim reimbursement from the borrower, and where the bank has claimed reimbursement, the borrower shall make payment thereof within 3 (three) business days after receiving the bank's demand requiring payment.

21. If the bank does not enforce or delays enforcement of any of its rights, powers or privileges hereunder in the event of any breach or non-compliance by the borrower of the terms and conditions herein contained, the inaction, omission or delay of the bank shall not be construed as acquiescence or waiver or abandonment of any such right.

22. The borrower agrees to accept as conclusive proof of the correctness of the "monies due to the bank" from the borrower or any part thereof, a statement of account made out from the books of the bank and signed by any duly authorized officer of the bank without the production of any other voucher, document or paper.

23. It is hereby expressly agreed that the amount of the credit facilities to be granted by the bank shall be in the bank's sole discretion notwithstanding that a specified maximum may at any time be agreed upon or that there is a margin in accordance with the terms thereof and that the borrower's total liability to the bank howsoever arising is payable on demand and if not paid in full on demand, the bank shall in addition to the rights and remedies herein provided have all other rights and remedies available to the bank whether by common law or by any statute or according to customs or otherwise for recovery of the borrower's indebtedness to the bank in respect of such liability whether the securities have been sold or not and the book debts and receivables of the borrower shall have been realized wholly or partly or not at all.

24. If upon demand being made by the bank for payment for any "monies due to the bank" or of any other amount due to the bank hereunder, the borrower fails to make payment within 3(three) business days of receiving such demand from the bank, the borrower shall pay to the bank together with any costs and expenses incurred by the bank in or associated with effecting recovery.

25. The borrower agrees and undertakes that immediately after the execution of this letter of hypothecation, it shall register the charges hereby created by it in favour of the bank over the hypothecated securities in accordance with the current company law, and shall do all such other and further acts as are incidental to the same and shall promptly deliver to the bank the certificate of registration of the charges in the bank's favour.

26. The Borrower shall indemnify the Bank and keep the Securities safe, free, harmless and indemnified against all losses, damages, detriments, harms, claims, liabilities, demands, costs, charges and expenses that may be sustained by or made against or incurred by the Bank, or its agents or nominees in exercising any of the rights, powers or discretion herein contained.

27. The Borrower shall furnish and verify all statements, reports, returns, certificates and information from time to time as required by the Bank and give and execute any necessary documents required to give effect to this Security.

28. The Securities shall be continuing Security for "Monies Due to the Bank" from time to time and where the accommodation is by way of cash credit/overdraft, the said cash credit/overdraft account is not to be considered to be closed for the purpose of the Securities and the Securities are not to be considered to be exhausted by reason of the said cash credit/overdraft account being brought into credit at any time or from time to time or of its being drawn upon to the full extent if afterward reopened by a payment of credit or under any instrument.

29. The Borrower (where it is a corporate body or partnership) represents and warrants that it is duly established and existing under the laws of Bangladesh and has the power to own its assets and conduct its business and that the execution of this Letter of Hypothecation has been duly authorized by the necessary corporate or other actions and that the obligations expressed as being assumed hereunder constitute valid and binding obligations enforceable against the Borrower in accordance with its terms, and the Borrower further represents and warrants that it shall carry on its business efficiently and agrees and undertakes to execute such deeds or documents as may be required by the Bank to further perfect, protect and ensure better enforcement of the Securities hereunder created and if the Borrower fails to do the same within the time (if any) stipulated by the Bank for that purpose, the Bank is hereby irrevocably appointed and authorized to act as the holder of the Power of Attorney of the Borrower to execute on behalf of the Borrower such further documents as may be required by the Bank and take any steps required for preservation, enforcement and realization of the Securities hereunder entirely at the cost and expense of the Borrower.

30. Nothing herein shall operate to prejudice the Bank's rights or remedies in respect of any present or future Security, guarantee, obligation or decree for any indebtedness or liability of the Borrower to the Bank.

31. If the Borrower be more than one individual, all shall be bound hereby jointly and/or severally and if the Borrower shall be a firm, such firm and all members from time to time thereof shall be bound hereby notwithstanding any changes in the constitution or style thereof and whether the firm shall consist of or be reduced to one individual.

32. If and whenever the Securities shall be held by the Bank for the Borrower's liability to the Bank for any third party's obligations to the Bank, then the Bank shall be free without reference to the Borrower to deal and the Borrower hereby consents to the Bank dealing with the principal debtor and with securities, obligations or decrees and generally to act as if the Borrower were primarily liable and to give time or other indulgence or make any variation without thereby in any manner impairing or prejudicing the Bank's rights against the Borrower, who declares that the liability of the Borrower shall be deemed to be that of a co-promisor with such third party.

33. Any notice given by the Bank under this agreement shall be deemed to have been delivered to the Borrower, if delivered personally or if posted/couriered to the address registered with the Bank whether such address is then the actual address or not. Such notice, if posted/couriered, shall be deemed to have been delivered to the Borrower at the time it would reach the addressee in the ordinary course of post/courier whether it were actually received or not.

34. It is agreed that the Bank do not enforce any of its rights hereunder in the event of breach or non-compliance by the borrower of any of the terms and conditions hereunder the Bank's inaction or omission to take action shall not be treated as acquiescence or as a waiver, surrender or abandonment of any such right.

35. The term "Bank" and "Borrower" wherever the context so permits shall mean and include his/her/its/their respective successor-in-interest and assigns and in the case of individuals, executors, administrators, heirs and personal representative.

36. Without prejudice to the Bank's right to take proceedings against the Borrower in any other court of competent jurisdiction, and without precluding the Bank's right to take proceedings in any other jurisdiction (whether concurrently or otherwise), the Borrower hereby agrees to submit to the jurisdiction of the tribunals and courts in Bangladesh and agrees that any judgment of such tribunals/courts shall be binding upon it.

If this agreement is signed or otherwise executed by or on behalf of more than one party, the obligation and the liability of such parties shall be deemed to be joint and several unless expressly stated to the contrary.

It is also understood that any word appearing in the singular will also apply for the plural and vice versa. IN WITNESS whereof we executed these presents on the day, month and year first hereinabove written.

Yours faithfully,

Authorized Signature

Authorized Signature

Witness:

1. _____

2. _____

Name :

Name :

Address:

Address:

SUPPLEMENTARY AGREEMENT FOR LETTER OF HYPOTHECATION

Date:

The Manager
Midland Bank Limited

.....Branch

This Supplement refers to and is an integral part of the Letter of Hypothecation execute by me I us on superseding any other supplement (s) executed in this respect by me I us. In terms of theI / Weconfirm the following :

(a) Credit facility amounting to Tk.Taka (.....) only extended to me / us by you.

(b) Description of the securities Hypothecatde in Consideration thereof:

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

Witness:

Yours Faithfully,

1. Signature :
Name :
Address :

2. Signature :
Name :

Irrevocable Letter Of Authority

(to complete cheques, etc.)

The
Midland Bank Ltd.

.....
.....
(I Hereinafter referred to as "BBL")

Dear Sir(s),

In consideration of **MDB** granting me/us various credit facilities. vide the Loan Agreement dated as revised renewed, enhanced and/or rescheduled from time to time (hereinafter referred to as the 'Loan Agreement') entered into between, **MDB** and me/us, I/we son/wife of Mr/Late of and son/wife of Mr/Late of in terms of the Loan agreement have already delivered/shall deliver to **MDB** Cheque(s) and/or Demand Promissory Note(s) duly executed/to be executed by and completed in all respect except the date and/or amount which are will be kept in bank.

I/we acknowledge that the Cheque(s) and/or Demand Promissory Note(s) are delivered/to be delivered to **MDB** in fulfillment to the requirements of the Loan Agreement and that, in addition to and not limited by the authorization contained herein **MDB** shall have all rights and remedies in relation to the Cheque(s) and/or Demand Promissory Note(s) in all respects as are contemplated in the Loan Agreement and/or available in tile laws of Bangladesh.

MDB its agents or employees, with full rights of substitution. are hereby irrevocably and specifically authorized and empowered in its sole discretion and at any time without any intimation to me/us. to complete the Cheque(s) and/or Demand Promissory Note(s) by inserting therein the date and amount as **MDB** may at its absolute discretion deem lit and proper including outstanding dues, interest, default interest, stipulatea toss value and other cost and expense due under the Loan Agreement and/or to be borne by me/us and /or incurred by **MDB**.

I/we agree and acknowledge that all actions taken by **MDB** pursuant to the Loan Agreement including but not limited to the determination of the date and/or amount to be inserted in the cheque(s) and/or Demand Promissory Note(s) shall be conclusive and binding on me/us.

I/we further acknowledge that the authorization given hereunder is irrevocable. The authorization shall expire on the date on which **MDB** at its sole discretion, shalt determine that all sums owing or shalt become owing under the Loan Agreement as the case may be, have been fully adjusted.

I/we represent and warrant that I/we have requisite power to execute this Letter of Authority and all corporate or other actions, consents and approvals required, including approval of the Board of Directors of have been obtained and shall remain in full force and effect until the obligations under the Loan Agreement have been discharged.

I/we agree and acknowledge that **MDB** can proceed in the Court of Law as per the laws of Bangladesh in case any of the Cheque(s) and/or Demand Promissory Note(s) is once or several times returned without clearance for any reason whatsoever

In Witness Whereof, I/we have caused this Letter of Authority duly executed on the day and year first written above.

Description of Cheque (s):

Cheque No.:	Bank	Branch
-------------	------	--------

Signed and Delivered by

.....
Name :
Address:

Witness

1.
Name :
Address:

Signed and Delivered by

.....
Name :
Address:

2.
Name :
Address:

Date :

The Manager

Midland Bank Ltd.

LETTER OF CONTINUITY

Dear Sir, I/We, the undersigned, enclose herewith a Demand Promissory Note dated for BDT (BDT.....) only signed by me/us which is given to you as Security for the repayment of any loan/advance/overdraft/cash credit which is at present outstanding in my/our name or in the name of either of us plus interest thereon at such rate as the bank will determine from time to time with quarterly rests and the said Demand Promissory Note is to be a Security to you for the repayment of the ultimate balance amount remaining unpaid on the loan/advance/overdraft/cash credit account and I/we am am/are to remain liable on the said Demand Promissory Note notwithstanding the fact that by payments made into the said loan/advance/overdraft/cash credit account from time to time the said loan/advance/overdraft/cash credit account may from time to time be reduced or extinguished or even that the balance the said account may be in credit.

I/We further acknowledge that you may, at absolute discretion, postpone the right to sue for my/our non-payment against the said Demand Promissory Note till the payment against the said Demand Promissory Note till the occurrence of last event of default in time under the loan/advance/overdraft/cash credit facility extended to us. In the event that you exercise such discretion, the said Demand Promissory Note shall be deemed to have become payable on the date on which the said event of default occurs.

It is understood that you are at liberty to take such steps as you consider expedient in order to enforce payment of the said Demand Promissory Note at any time after your notice demanding payment has been posted and default in making such payment persists for 3 days after posing such notice; and that this letter of continuity shall apply to any other Demand Promissory Note that may be given in renewal or substitution of the original.

If this agreement is signed or otherwise executed by or behalf of more than one party, the obligation and the liability of such parties shall be deemed to be joint and several unless expressly stated to the contrary.

It is also understood that any word appearing in the singular will also apply for the plural and vice versa.

IN WITNESS whereof I/we executed these presents on the day, month and year first hereinabove written.

Authorized Signature

Authorized Signature

Witness:

1.

2.

Signature of the Executor

LETTER OF LIEN AND SET-OFF OVER DEPOSIT ACCOUNTS / MARGIN DEPOSITS

Stamp BDT : 150/=

To
The Manager
Midland Bank Limited

Date:
Place:

Dear Sir/ Madam,

1. In consideration of your granting or continuing banking facilities or other accommodation in any amount as long as the Bank may think fit to me/us/Ms. I/we hereby declare and acknowledge that the deposits maintained including interest accrued in the Fixed Deposit/Short Term Deposit/other deposit account No. with you. Bank Limited, Bangladesh in my/ our name (s) be held by you under lien as security for repayment of any advances you may make from time to time with interest and charges thereon from time to time agreed upon.

2. I / we hereby decalre and acknowledge that the deposits maintained in the aforesaid Fixed deposit/Short Term deposit/other deposit account including interest accrued thereon in my/our name(s) will be a continuing security, notwithstanding the fact that by payments made into the account of the loan from time to time, the loan may from time to time be reduced or extinguished or event that the balance of the said account may be at credit.

3. I/we hereby agree that the bank may at any time or times hereinafter without notice to me/us set off transfer of apply all or any of the moneys from time to time standing to the credit of my / our aforesaid account 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 along or jointly with any other person or persons, company or companies on any account or in respect or any liability whatsoever whether actual or contingent and whether in the character of principal debtor or guarantor or surety or otherwise.

4. I/we hereby also agree that until the contingent liabilities shall have been fully discharged and satisfied, the Bank may retain such moneys as the Bank in its absolute discretion may consider necessary to meet such liabilities on maturity.

5. I/we further hereby declare and acknowledge that I/we shall have no claim whatsoever to the amounts in the Fixed Deposit / Short Term Deposit / other deposit account including interest accrued thereon held by you under lien and no drawings would be permitted either from principal amount or from the accrued interest until I/we have received from you notice in writing to the effect that you no longer require the Fixed Deposit / Short Term Deposits / other deposit as security for the purpose herein specified.

6. I/we futher hereby declare that this undertaking and authorization shall be binding in the manner aforesaid on my / our heirs, successors and assigns.

Yours Faithfully

Signature of First Applicant

Signature of Second Applicant (if any)

Witness:

1.

2.

Date:

The Manager
Midland Bank Ltd.
..... Branch

DEBIT AUTHORITY

In consideration of granting me/us a loan, I/we hereby Authorize the bank to debit me/ our Savings/ current/ Bisness account No on the installment repayment date as per the sanction letter commencing from the immediate next installment repayment date Towards realization of the installment charged over my/our loan account No: as per Banking Arrangement Letter No. dated including any amendment/renewal/enhancements of the aforesaid loan.

Sincerely yours

Verified by:

Seal & Signature of the Client

Seal & Signature of the RO

Information Required for Fire Insurance Cover of SME Loan

Particulars of the Borrower		Particulars of the Loan Property						
Name (1)	Address & Location (2)	Description (3)		Construction (4)	Occupation (4)	Amount (BDT) (6)		Total Amount in BDT (7)
		Stock & Others	Machinery			Stock & Others	Machinery (8)	
Enterprise Name								
Owner Name								Ins Amount (110% of Loan)

Territory Name:

Zonal Office Name:

Unit Office Name:

.....
Signature by RO

ID No's RO

Cell No's of RO

.....
Signature of RM
(Seal of RM)

.....
Signature by Borrower
(Seal of Borrower)

NOTE:

- 1) If the Borrower is an individual-his of 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 etc.
- 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 godowns or restaurant or any purpose.
- 6) The amount of stock & machinery
- 7) Total insurance amount

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

CHEQUE ACKNOWLEDGEMENT LETTER AS SECURITY

Date -----

Loan Applicant's Name-----

Name of the Office -----

Name of the Loan----- Code -----

Name of the Bank & Branch -----

Serial no of Cheque Leaf.----- from -----

I/We affirm that above Cheques, properly signed and crossed "A/C Payee", have been attached to the loan application as security of my/our loan. These Cheques are payable to Midland Bank Limited and receipt of these Cheques is signed properly by me/us and is crossed "A/C Payee" as payable to Midland Bank.

Seal & Signature of Loan Recipient Seal & Signature of RO

Seal & Signature of Loan Recipient

Seal & Signature of RO

DEMAND PROMISSORY NOTE

BDT

Date: _____

I/We,promise to pay on demand to Midland Bank Limited or order the sum of BDT (.....) only for value received with interest thereon from this date, at the rate of % per month/annum with Monthly/quarterly rests or at such rate as the bank Shall determine from time to time.

Authorised Signature

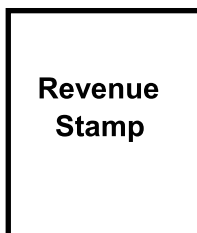
Authorised Signature

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.



MDBadv-2

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 themembers from time to time of our Firm Jointly and severally and notwithstanding that the Firm may bereduced to consist of a single person.

Yours faithfully,

Witness:

1. Signature :
 Name :
 Address :

2. Signature :
 Name :
 Address :

UNDERTAKING

The Manager
Midland Bank Limited
..... 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)

Dated:

MIDLAND BANK LTD.

SIGNATURE DECLARATION FORM

Date ://

Branch Manager

Account Number :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Midland Bank Ltd.

Branch:

Account Title

My/ Our Signature/ is in the National Identity Card/ Passport is/ are:

A/C Holder # Signature

--

A/C Holder #2 Signature

--

However, I/we would like to use a different signature for operating my/ our above mentioned account as follows:

A/C Holder # Signature

--

A/C Holder #2 Signature

--

FOR BANK USE ONLY

Signature verified by:

Name & Designation with seal :

ID:

Approved By :

Declaration Form

I am.....son/daughter of.....and
.....by nationality..... having my

Present address.....

Permanent address:

do here by solemnly affirm declare as follows:-

1. That I have applied as Applicant / Guarantor for a loan facility of BDT lac in favor of..... from Midland Bank Ltd. Under scheme.

2. That my name, Father's name, mother's name and Date of Birth are actually as follows: (As per my existing NID No.).

My Name:

Father's/Spouse's Name:

Mother's Name:

Date of Birth:

Present Address:

3. I do here by hereby also giving the permission to correct the spelling mistake of names and error in date of Birth founded (if any) in MDB account.

MDB Account No:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. That I affirm and acknowledge that I shall be fully liable if any disputes arise out of the above mentioned issue and I further undertake that I shall indemnity and keep Midland bank limited fully harmless from each and every loss and damages it would suffer due to such mismatch/error.

5. Notwithstanding any spelling or part of my name, parents, spouse & address mismatch found in any others documents including system, clause-2 will be treated as actual in favor my identity.

I do hereby declare that the contents of this affidavit are true to the best of my knowledge and no part of it is false.

This Declaration Sign at , This Day of201.....

Applicant/Guarantor

Witness

Full Name:

Signature:

Full Name:

Signature:

5 RELATIVE NAME & MOBILE NO.

SL. No.	Name	Relative	Mobile No.
1			
2			
3			
4			
5			

Subject Data Form-1
Individual's (Borrower/Co-Borrower/Guarantor) Information
Month Ending on

Name of the Bank/Fl:

Record Type: P

FI Code : Branch Code:

FI Subject Code: CIB Subject Code (If known):

Subject's Title : Subject's Name:

Father's Title : Father's Name:

Mother's Title : Mother's Name:

Husband's Title : Husband's Name:

Sector Type : Sector Code:

Gender : Male/ Female

Date of Birth : (DDMMYYYY)

District of Birth :

Country of Birth :

National ID Number(Available/Not available)

Taxpayer Identification Number (TIN):

Permanent Address: Street(no&name)/VillagePS/Upazill.....

Postal CodeDistrictCountry

Current Address: Street (no & name)/Village.....PS/Upazill.....

Postal CodeDistrictCountry

Other ID Documents (Passport/Driving/Nationality certificate):.....

ID typeID noID issue date

ID issue country Telephone Number:.....

Date:

Seal and signature of the
authorized officer

Seal and signature of the
manager

*Additional form is needed in case of more than one individual.

**Abbreviated name is not allowed in case of an individual.

Subject Data Form-2
Proprietorship Information
Month Ending on.....

Name of the Bank/FI:

Record Type: P

FI Code : Branch Code:

FI Subject Code: CIB Subject Code (If known):

Title : (M/S) Trade Name:

Legal Form : 1

Sector Type : Sector Code:

Taxpayer Identification Number (TIN):

Permanent Address: Street(no&name)/VillagePS/Upazill.....

Postal CodeDistrictCountry

Business Address: Street (no & name)/Village.....PS/Upazill.....

Postal CodeDistrictCountry

Telephone Number :

Owener's Title : Owner's Name :

Owener's Father's Title : Owener's Father's Title :

Owener's Mother's Title : Owener's Mother's Title :

Owener's Husbands Title : Owener's Husbands Title :

Gender: male/female

Date of Birth :

District of Birth :

Country of Birth :

National ID Number National ID Number (Available/Not available).....

input '1'	If not available input '0'
------------------	-----------------------------------

Taxpayer Identification Number (TIN):

Permanent Address: Street(no&name)/VillagePS/Upazill.....

Postal CodeDistrictCountry

Current Address: Street (no & name)/Village.....PS/Upazill.....

Postal CodeDistrictCountry

Other ID Documents (Passport/Driving/Nationality certificate):.....

ID typeID noID issue date

ID issue country Telephone Number:.....

Date:

Seal and signature of the
authorized officer

Seal and signature of the
manager

*Additional form is needed in case of more than one individual.

Subject Data Form-3
Company's Information
Month Ending on

Name of the Bank/FI:

Record Type: C

FI Code:

Branch Code:

FI Subject Code:

CIB Subject Code (If known):

Title:

Trade Name:

Sector Type:

Sector Code:

Legal Form :

Taxpayer Identification Number (TIN):

Permanent Address: Street(no&name)/VillagePS/Upazill.....

Postal CodeDistrictCountry

Business Address: Steet (no & name)/VillagePS/Upazilla

Postal Code District

CountryTelephone Number :

Type of Financing:
 Number of installments:
 Periodicity of Payment:
 Amount of Loan applied for
 Sector Type: Private/public
 Sector Code (6-digit):
 Branch Name:

CIB Subject Code:
 FI Subject Code: (Customer ID)
 (If Borrower is other than New)
 Date:
 Ref No:

UNDERTAKING

(Attachment-Ka)

To
 The Manager

Subject: Submission of ownership information of borrowing Individual/Institution.

Dear Sir,

I, proprietor/ partner/shareholder/member of Trustee
 Body/Director/Managing Director/Chairman of

 am applying for sanctioning/renewal/rescheduling of a loan in my own name/ aforementioned company's name

 Father's name
 Mother's name
 Husband's name (if applicable)
 Permanent address
 Business/Present address
 National ID Number. , Other ID documents (Passport/Driving license / Nationality
 Certificate): ID number ID issue date..... ID issue country
 Date of Birth: District of Birth..... , Country of Birth TIN:.....
 Gender: Male/Female, Telephone Number are given for your kind
 consideration. The list of companies under the ownership of mine along with their bank liability status is given in
 the following table:

Sl. No.	Name of the Company	Main Address	Additional Address	Whether the company is availing any loan or not		
				Yes	No	
				Name of the Bank/ FI	Name of the branch	No

Apart from stated above, if any liability in my own name or my company's name is found, I will be bound to obey
 any decision made by the authority concerned relating to sanctioning/renewal/rescheduling of the loan applied for
 and I will be punishable by law for providing this false or fabricated information.

Seal and Signature of the bank official who certified the borrower	Customer's Signature:
	Name:
	Name of the Borrowing Organization:

*If necessary, extra paper could be used for list of companies.