

Documentation Check List

Documents	Document Obtained		
	Y	N	N/A
D.P. Note			
Letter of Arrangement			
Letter of Continuity			
Letter of Disbursement			
Letter of Revival			
Letter of Disclaimer (if applicable);			
Letter of Installment			
Personal Guarantees of the Proprietor			
Personal Guarantees of the Directors			
Personal Guarantees of the Partners			
Personal Guarantees of the Guarantor			
Personal Guarantees of the Third Party			
Personal Guarantees of Spouse			
Personal Guarantees of Parents			
Letter of Hypothecation on the inventory, receivables, advance payments, plant & machineries etc.			
Notarized IGPA in favor of the Bank to sell the hypothecated stocks and plant & machinery			
Standard Term Loan Agreement covering usual covenants to be duly executed			
Copy of Board Resolution of the company for availing credit facilities from DBBL			
Copy of Board Resolution for execution of documents			
An Undertaking not to change the management of the company and the memorandum and articles of the company without prior permission of DBBL			
Undated cheques			
Letter of authorization for encash of securities			
Letter of authority to debit accounts			
Lien and Set-Off over Deposit Accounts			
Memorandum of deposit of cheques			
Letter of lien and authority for advances against fixed deposits			
An undertaking "Client shall not avail of any further finance from any other banks or financial institutions without prior written consent of DBBL"			
In case of mortgaged property			
Lawyers opinion confirming no legal obligation to finance the client against the Property			
Valuation Certificate			
Original purchase deed along with Bia deed(s)			
Non-encumbrance Certificate with search fee paid receipt.			
Certified Mutation Khatian including mutation fee paid receipt (DCR)			
S.A.,C.S.,R.S. Khatian(s)			
Up to date rent paid/municipal tax paid receipt(s) etc.			
Certified Math Khatian			
Deed of Mortgage along with IGPA authorizing DBBL to sell the properties without intervention			
Personal Guarantees of the Mortgagor			
Board Resolution if the property is in the name of Limited co.			
Original Insurance Policy			

DEMAND PROMISSORY NOTE

Date : -----

Taka

On Demand I/We _____ promise to pay to the Dutch-Bangla Bank Limited. or its order on demand the sum of Taka (in number)(in words) together with interest at the rate of% (in word Percent) per annum or as revised from time to time with monthly / quarterly rests for value received.

Signature

Date :

Dutch-Bangla Bank Limited

..... Branch

LETTER OF ARRANGEMENT

Dear Sir(s)/ Madam(s),

Ref: Loan/Cash Credit limit of Tk.....(Taka.....
.....) only granted in favoru of
..... at

With reference to the *above* limit granted in our favour for which I/we have executed a Demand Promissory Note and other necessary documents on this day, 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 hereinabove written.

Authorised Signature

Authorised Signature

Witness:

Witness:

1. _____

1. _____

Name :

Name :

Address :

Address :

LETTER OF CONTINUATION

Date: _____

The Manager

Dutch-Bangla Bank Limited

----- Branch

Dear Sir,

I / We beg to enclose a Demand Promissory Note for Taka _____
(Taka) _____ only, signed by me /
us----- or In my / our behalf and endorsed
over to pay by me / us and which is given to you as security for the repayment of credit facility which is
at present outstanding in my / our name or in the name of _____ and also for
the repayment of any credit facility to the extent of (Taka _____
_____ only along with the interest which I / we may avail of hereafter and the said
Promissory Note is to be a security to you for the repayment of the ultimate balance or sum remaining
unpaid on the credit facility and I / we am / are to remain liable on the Promissory Note, notwithstanding
the fact that by payments made into the account of my/us from time to time the credit facility may, from
time to time be reduced or extinguished or even that the balance of the said account may be at credit.
It is agreed and understood that you are at liberty to take such steps as you consider expedient in order
to enforce payment of the Promissory Note at any time after your notice demanding payment has been
posted or otherwise transmitted and default is made in making payments within 3 days after posting or
transmitting such notice, and that this guarantee shall apply to any other Promissory Note that may be
given by me/us in renewal or substitution of the original.

Yours faithfully,

Signature

Date :

Dutch-Bangla Bank Limited

..... Branch

Letter Of Disbursement

Dear Sir(s)/ Madam(s),

Ref : SMART Cash Credit/SMART Term Loan for Tk. (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

Authorised Signature

Authorised Signature

LETTER OF DISCLAIMER

Date :

The Manager

Dutch-Bangla Bank Limited

..... Branch

Dear Sir(s)/Madam(s)

Ref: Term loan All owed 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 Dutch-Bangla 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,

Authorised Signature

Authorised Signature

Name:

Name:

Father's/Husband's Name :

Father's/Husband's Name:

Present Address:

Present Address:

Permanent Address :

Permanent Address:

Signed in presence of:

Signed in presence of:

1

2

Name :

Name :

Address :

Address :

Date :

Dutch-Bangla Bank Limited

..... Branch

LETTER OF INSTALLMENT

Dear Sir(s)/Madam(s),

Ref: Medium/Short Term Loan for Tk. (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 giving due notice if installments are not paid regularly by me in accordance with this undertaking.

Authorised Signature

Authorised Signature

Date :

Dutch-Bangla Bank Limited

..... Branch

Dear Sir / Madam

AUTHORISATION TO ENCASH SECURITIES

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

Details of Security

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

Yours faithfully,

Signature(s) of the security holder(s)

Letter of Authority to Debit Account

The Manager

Dutch-Bangla Bank Limited

Date :

.....

Dear Sir/Madam,

**Re: Letter of Authority to debit my / our
Account No. _____with your Bank.**

Inconsideration of granting me/us a credit facility, I/we hereby irrevocably authorize the Bank to debit my/our above Account No. _____ in _____ consecutive monthly installments as on 1 / 7 / 15 / _____ or following working day of each month commencing from the next month of disbursement of the loan.

I/We do further authorize you irrevocably to debit my/our above mentioned account for any sum that you may deem necessary for partial/ full adjustment of all outstanding dues and liabilities of myself/ourselves, if any, with your Bank.

Yours faithfully,

Signature

IRREVOCABLE LETTER OF AUTHORITY

The Manager
Dutch-Bangla Bank Limited

.....

(hereinafter referred to as the 'Bank')

Dear Sir / Madam,

In consideration of the Bank's granting me/us a credit facility of an aggregate amount of Tk. (Taka) only (the 'Facility') vide the dated) issued by the Bank and accepted by me /us, I do hereby deliver to the Bank the following undated cheques/securities :

Account No.	Cheque No.	Amount

In case of my/our failure to repay 3 (three) or more consecutive installments and or demand by the Bank as appropriate, I unconditionally and irrevocably authorise the Bank without any further intimation to me to put such dates on the said documents. The Bank may fill any date in the blank dated cheques and I shall not raise any objection to or question any of the dates filled in by the Bank for the due execution/encashment of such cheques. After encashment of the cheque and adjustment of the loan liability, residual balance, if any to be credited to my/our loan link account.

I/we understand that the cheques will automatically be deemed to be null and void once the loan is fully liquidated.

(PLEASE FILL IN IF SECURITY HAS BEEN PROVIDED AGAINST THE FACILITY)

I have executed and/or delivered and/or pledge the following securities to the Bank, duly discharged by me in your favour for the purpose of securing the Facility granted to me. I also hereby irrevocably and unconditionally authorize the Bank to date and/or encash and/or enforce such security without any further intimation or reference to me.

Type and details of the security provided:

Security Details

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

This Letter of Authority shall be irrevocable until I/we adjust our liabilities under the Facility with the Bank in full to the satisfaction of the Bank and until the Bank expressly releases us from my/our obligation.

Signature

Signature

Witness:

Signature

Name: **Address:**

Date:

Dutch-Bangla Bank Limited

..... Branch

GENERAL TERM LOAN AGREEMENT

Dear Sir (s) / Madam(s),

In consideration of making or continuing advance or otherwise giving credit or providing finance to us by Dutch-Bangla Bank Limited, hereinafter refer to as 'the Bank' (which expression shall, where the context so admits, include its successors and assigns) under one or more modes of finance or otherwise affording (hereinafter Collectively referred to as "Loan") up to of Tk.
(Taka)
only, I/we, at
..... hereinafter referred to as 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 general lien upon, and a right to set-off, all rights, title and interest of the Borrower in and to any of the Security.
4. General Rights in Security: 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 anyone 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 service 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 or 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 full insured with reputable insurance 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 sole beneficiary to such policies until full repayment of the loan. 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 defaults in any payment on any indebtedness or in the performance of any instrument relating to any defaults in any payment on 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'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 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 (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, 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, 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 supersede any inconsistent 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 Borrower.
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, 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, for any such action. The term "Bank" as used herein shall also include any agent or nominee or 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 anyone 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 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 effect the construction or interpretation of any of its provisions.

IN WITNESS whereof we executed these presents on the day, 1kmonth and year first hereinabove written.

Authorised Signature

Authorised Signature

Witness:

Witness:

1. _____

1. _____

Name :

Name :

Address :

Address :

Date:

Dutch-Bangla Bank Limited

..... Branch

LETTER OF HYPOTHECATION

Dear Sir(s) Madam(s)

In consideration of Dutch-Bangla Bank Limited, a scheduled bank incorporated under the Companies Act, 1994 and governed by the Bank Companies Act, 1991; having its Head Office at 195, Motijheel Commercial Area, Dhaka-1000, Bangladesh; hereinafter referred to as 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 Borrower 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 of Tk (Taka) only, for so long as the Bank may think fit, I/we,

Address: Hereinafter referred to as the "Borrower"

DO HEREBY AGREE, UNDERTAKE AND COVENANT AS FOLLOWS:

1. The Borrower hereby hypothecate in favor of the Bank all of the Borrower's 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 hereinafter be imported or otherwise acquired by Borrower, 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 Borrower of the Credit Facilities, on demand of all Monies at any time payable by Borrower 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 Borrower 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/(s) hereby confirms that no other encumbrance(s) of any kind is or has been or shall be created by the Borrower/(s) or anyone claiming from the Borrower/(s) affect the Hypothecated Properties or any part thereof.

3. The Hypothecated Properties shall be continuing Security for the due payment by the Borrower/(s) 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/(s) to the Bank in respect of the Credit Facilities including any Monies payable under any account of the Borrower/(s) with the Bank under any agreement(s) or instrument(s) executed or to be executed from time to time by the Borrower/(s) 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 damage, 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/(s) will not commit any act of insolvency. If at any time the Borrower/(s) is adjudicated insolvent or the Borrower/(s) 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/(s) 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 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/(s) shall carry on its business efficiently and will furnish to you 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/(s) authorizes the Bank and its agents and nominees to do as required to do hereunder.
6. The Borrower/(s) 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 by the Borrower in trust as the Bank's exclusive 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 times without notice to Borrower and at our risk and expense and as Attorney for Borrower 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 nay default by Borrower 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 realization as sufficient proof of the amounts realized and relative expenses incurred and to pay any shortfall or deficiency that results there from, provided also that you shall be entitled at all times to recover from Borrower 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, 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 secreting 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 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, 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 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) or 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 "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 action 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 pore or being liable for any losses in the exercise or non-exercise thereof and without prejudice to the Bank's right 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, handiest and documents and agrees to accept the Bank's account of sales and realization 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 Purchase 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 anyone 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 there over 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 or 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, not 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 party 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 the4 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.
19. 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-promissory 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, who declares that the liability of the Borrower shall be deemed to be that of a co-promissory with such third party.
34. It is agreed that the Bank do not enforce any of its rights hereunder in the event of breach or noncompliance 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.

Authorised Signature

Authorised Signature

Witness:

Witness:

1. Signature _____

1. Signature _____

Name :

Name :

Address :

Address :

BEFORE THE NOTARY PUBLIC AT DHAKA, BANGLADESH
IRREVOCABLE GENERAL POWER OF ATTORNEY TO SELL
HYPOTHECATED PROPERTIES.

This Irrevocable General Power of Attorney in made on this the _____ day of _____ 200_____ of the Christian Era.

I/We, _____, a proprietorship business concern/private/public limited company incorporated in Bangladesh under the relevant Companies Act, having its office at _____, (hereinafter referred to as the "Principal"), represented by its _____ Mr _____ who is duly authorized by the Board of Directors in terms of its Resolution no. _____ dated _____ to execute this Irrevocable General Power of Attorney, do hereby state as follows:

WHEREAS:

By a Letter of Hypothecation dated _____, the properties described in the Letter of Hypothecation (hereinafter referred to as the "Properties") were hypothecated as a continuing security for repayment of credit facilities totaling Tk..... (Taka), only granted to the Principal by:

Dutch-Bangla Bank Limited, a scheduled bank incorporated under the Companies Act, 1994 and governed by the Bank Companies Act, 1991; having its Head Office at 195, Motijheel Commercial Area, Dhaka-1000, Bangladesh; hereinafter referred to as the "Bank" (which expression shall, where the context so admits include its successor(s)-in-interest, legal representatives, executors, administrators and assignees) on the terms and conditions contained in the Credit Contract/ Sanction Advice issued by the Bank and accepted by the Principal.

In order to exercise the powers of sale in relation to the Properties it is necessary for the Principal to execute this Irrevocable General Power of Attorney in favour of the Bank in the manner stipulated hereunder.

Wherever any exercise term is used in this Power of Attorney and not defined hereunder, such term shall have the meaning given to it in the Letter of Hypothecation.

KNOW ALL MEN BY THESE PRESENTS THAT, the Principal do hereby made, nominate, constitute, ordain and appoint the Bank, to be the true and lawful attorney (hereinafter referred to as the "Attorney") for and on behalf of and in the name of the Principal, with full powers of substitution and delegation, to do, execute and perform, or cause to be done, executed and performed, at any time or from time to time, all or any of the acts, deeds, matters, things and authorities hereinafter mentioned:

- (i) upon the occurrence of an event of default or breach of the Letter of Hypothecation; or (ii) at any other time if specified herein; or
- (iii) if the Bank and the Principal otherwise agree that this Power of Attorney should become exercisable;

The rights, powers, acts or discretion conferred by the Principal upon the Attorney are:

1. To enter into and take possession of the Properties or any part thereof and to take its entire administration, management and control;
2. To sell or dispose, in case of failure to repay the credit facility(s) within stipulated time, of the Properties or any part thereof together or in parcel on account and at our risk, without intervention of any court of law, either privately or by public auction or by private contract on such terms and conditions as the Attorney shall think fit and proper, without any reference to us;
3. To realize and receive the sale proceeds and any other monies receivable in respect of the Properties or any part thereof and apply the same towards the liabilities of the Principal with Attorney;
4. To seal, sign and execute the necessary deeds, present those for registration and get the same registered or assigned (as the case may be) and to vest the Properties or any part thereof in any transferee, together with all rights of the owner in upon, or to the Properties or any part thereof as if the same had been sold to the transferee by the Principal for as the owner.
5. To incur any expenditure on behalf of the Principal that may be necessary for taking over, management and control of the Properties or any part thereof and for sale, charge or disposal thereof and to incur any liabilities on behalf of the Principal for the said purpose.
6. To advertise through newspapers or otherwise for auction of the Properties or any part thereof, to arrange and effect the auction or sale to receive the bid money, and apply the same in meeting expenses and in liquidating the indebtedness of the Principal to the Attorney.
7. To do and perform all other acts, matters, and things that may be necessary or proper for completing the sale or disposal of the Properties or any part thereto;
8. To realize, receive and take payment of any consideration or purpose money or other monies that may become payable to the Principal in connection with such sale or disposal as aforesaid, and upon receipt thereof to give and grant sufficient and effectual receipts or discharges for the same;

9. To appear, represent and act in all civil or criminal Courts or arbitration and before judicial, quasi-judicial, statutory and revenue authorities, either in the original or appellate side as well as in any government department, local authority, autonomous, semi-autonomous authority or other body corporate, and to prosecute or defend or to take part in all or any action, application, suit, appeal, proceeding, and for such purpose to subscribe, sign and verify all plaints, written statements and any memorandum of appeal and to do all acts, deeds and things which may be necessary in relation thereto, and to execute any power or vokalatnamas by signing on behalf of and in the name of the Principal.
10. To collect, receive and take in respect of the Properties payment of any receivables or book debts of the Principal or other monies that may become payable to the Principal from any person, firm, company or authority and upon receipt thereof to give and grant sufficient and effectual receipts or discharges for the same;
11. To represent the Principal before any authorities, the Bangladesh Bank or any other person in connection with the transactions referred to herein above, and sign and execute whatever instruments that may be necessary for obtaining the approval, if required, of such transactions by any authority or any other organization or institution for the purpose of completion of the sale of the Properties.
12. To appear, represent and act in all civil or criminal Courts or arbitration and before judicial, quasi-judicial, statutory and revenue authorities, either in the original or appellate side as well as in any government department, local authority, autonomous, semi-autonomous authority or other body corporate, and the prosecute or defend or to take part in all or any action, application, suit, appeal, proceeding, and for such purposes to subscribe, sign and verify all plaints, written statements and any memorandum of appeal and to do all acts, deeds and things which may be necessary in relation thereto, and to execute any power or okalatnamas by signing on behalf of and in the name of the Principal.
13. To appoint and retain lawyers and advocates and to remove such advocates and retainers from time to time and again to appoint as occasion shall require for the aforesaid purposes.
14. To apply for withdrawal, withdrawal, withdraw and receive all monies that may be deposited in any Court or office connecting the Properties or any part thereof in case of acquisition or requisition of the Properties or any part thereof by any Government or other lawful authority.
15. To appear before any registering authority having jurisdiction in that behalf in relation to the Properties for registration and acknowledge and register pursuant to the provisions and regulations in that respect for the time being in force, all instruments and writings including sale deeds, deeds of conveyance, mortgage deeds executed and signed either by the Principal directly or under the authority of these presents and to present for registration and to admit execution thereof and do all such acts, and deeds in that behalf as the Attorney may believe is proper and expedient.
16. Without notice to the Principal set off, transfer or apply all or any of the monies from time to time standing to the credit of any account in the name of the Principal in or towards the discharge and satisfaction of all sums of money which are, at the time, due or owing to Attorney by the Principal.
17. At any time (including, for the avoidance of doubt, prior to the occurrence of an event of default) to sign, execute, seal, deliver, perfect and do all deeds, documents, assurances, instruments, acts and things which the Attorney may consider to be required or desirable in connection with expediting the powers granted herein;
18. To appoint by deed or in writing under hand anyone or more qualified persons from an accounting firm of international standard (or its equivalent) (or such other firm as we, acting reasonably and without undue delay may agree) to be a receiver or manager (the "Receiver") of all or any part of the Properties on such terms and conditions as the Attorney deems fit and appropriate and to remove any Receiver appointed by it and appoint a new Receiver in its place. This power shall be in addition to all statutory and other powers of appointment under the Code of Civil Procedure, 1908 (Act V of 1908). The Receiver is deemed to be the agent of the Principal for all purposes and Attorney shall not incur any liability (either to the Principal or to any other person) by reason of Attorney making its appointment of as Receiver or for any other reason.
19. At any time (including, for the avoidance of doubt, prior to the occurrence of an event of default) and from time to time to appoint any substitute or substitutes and to delegate to him or them all or any of the powers, authorities or discretion vested in the Attorney under or by virtue of these presents (other than this power of substitution) and to remove any such substitute or substitutes at pleasure and appoint another or others in his or their place, to do all or any acts, deeds, matters and things hereunder, as may be necessary, usual, proper or expedient for the purposes hereof.

20. To do, perform, sign and execute generally each and all other acts, deeds, matters and things legally and effectively, which the Attorney may deem necessary and expedient for any of the purposes aforesaid or otherwise as the Principal could have done if personally present.

AND the Principal do hereby ratify and confirm whatever the said Attorney or any substitute(s) acting under them shall lawfully do or purport to do or cause to be done by virtue of these presents

AND the Principal do hereby ratify and confirm whatever the said Attorney or any substitute(s) acting under them shall lawfully do or purport to do or cause to be done by virtue of these presents

AND the powers conferred on the Attorney hereunder are solely to protect the interests of Attorney in the Properties and shall not impose any duty upon the Attorney to exercise any such power. The Attorney shall be accountable only for amounts that is actually received by it as a result of the exercise of such powers, and neither it, not any of its officers, directors, employees, or agents, shall be responsible to the Principal for any act or failure to act hereunder.

THE PRINCIPAL HEREBY DECLARES AND ACKNOWLEDGES that the Attorney have interest in the Properties which from the subject matter of this Power of Attorney, and hence this Power of Attorney shall be irrevocable, and shall not be terminated, revoked or rescinded by the Principal and its successors and assigns or any other person for any reason whatsoever until the Principal's indebtedness to the Attorney is fully adjusted and settled and the Attorney releases the Principal absolutely from all liabilities whatsoever, and until that time we shall not execute any other power of attorney in favour of any other person in connection with the Properties.

THE PRINCIPAL HEREBY DECLARES that if any dispute arises in relation to the Properties between the parties, the matter shall be referred to the Arbitration without going to the Court and that the Principal will not be entitled to report to the police or any other government authorities.

THE PRINCIPAL FURTHER DECLARES That this irrevocable Power of Attorney is valid and binding on the Principal, its successors and assignees.

AS WITNESS WHEREOF the Principal has executed this Power of Attorney on the day, month and year written above.

In Witness whereof:

Signed, sealed and delivered by

1.

Name :

Through its authorized signatory in terms of Board Resolution dated

Address

2.

Name :

By

Address :

Name :

Designation :

**Letter of Lien and Authority
for Advances against Fixed Deposits/Fcy/Deposits/
Call Deposits/Special Deposits or Margin Deposits**

The Manager,
Dutch-Bangla Bank Limited

Place _____

Date _____

Dear Sir/Madam,

In consideration of your granting at my / our request a loan/overdraft limit of Tk.
(Taka _____) only to me /
us _____ hereinafter referred to as the principal
Borrower(s) I / We _____ jointly and severally
guarantee to you repayment of the said loan _____ overdraft with all interest due
thereon and all _____ costs, charges and expenses
for recovery thereof.

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

It at any time you wish to call back the loan overdraft allowed to me/us you shall be at liberty to do so and if I / We
fail to repay the loan overdraft with interest accrued thereon any part thereof, I / We hereby authorise you to
appropriate from the said account any amount that may be necessary to get the loan/overdraft account of me I us
adjusted with all interest accrued due thereon without any reference to me / us.

I/We confirm that your rights hereunder shall not be prejudiced by any time or indulgence allowed by you to me/us
or by my/our release from liability by operation of law or otherwise howsoever or by your releasing any security
otherwise held by you against the loan/overdraft account of the borrower(s) (I/We or any other person or persons or
by reason of any change in the constitution of the Principal Borrower(s) or your Bank.

My/Our liabilities hereunder shall be as that of debtor (s).

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

PARTICULARS OF ACCOUNT UNDER LIEN AND AUTHORITY TO SET OFF

No of account	Nature of Account	person(s) in whose names the account stands	Balance in account	Remarks

In case of Fixed Call deposit Receipts delivery thereof duly discharged to be mentioned in this column

Yours faithfully

.....
Signature

Date:.....

Dutch-Balngla Bank Limited

..... Branch

LETTER OF UNDERTAKING

Dear Sir(s) / Madam(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 Tk. (Taka) only I/We, at hereinafter called the "Borrower",

DO TEREBY 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 Tk. (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 the clear credit in favour of the Borrower.

If this agreement is signed or otherwise executed by or 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.

I 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.

Authorised Signature

Authorised Signature

Witness:

1

2

Name:

Name:

Address :

Address :

Letter of Line and Set-Off over Deposit Accounts

The Manager Place:.....
Dutch-Bangla Bank Limited Date:.....
.....

Dear Sir / Madam,

- I. In consideration of your granting or continuing banking facilities or other accommodation in any amount as long as the Bank may think fit to _____ pledge that the deposits maintained including interest accrued in the _____ with your Dutch-Bangla Bank Limited, Dhaka in my/our name(s) be held by you under lien/pledge 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.
- II. I/We hereby declare and acknowledge that the deposits maintained in the aforesaid Fixed Deposits/Short Term 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 even that the balance of the said account may be at credit.
- III. I/we hereby agree that the Bank may at any time or times hereinafter without notice to me/us set off transfer or apply all or any of the monies from time to time standing to the credit of my/our aforesaid account in or may become due or owing to the Bank by me/us either alone or jointly with any other person or persons, company or companies on any account or in respect of any liability whatsoever whether actual or contingent and whether in the character of principal debtor or in respect of any liability whatsoever whether actual or contingent and whether in the character of principal debtor or guarantor or surety or otherwise.
- IV. I/We hereby also agree that until all liabilities shall have been fully discharged and satisfied the Bank may retain such Monies as the Bank in its absolute discretion may consider necessary to meet such liabilities on maturity.
- V. I/We further hereby declare and acknowledge that I/We shall have claim whatsoever to the amounts in the Fixed Deposit/short Term Deposit Account including interest until I/We have received from you notice in writing to the effect that you no longer require the Fixed Deposit/ Short Term Deposit as security for the purpose herein specified.
- VI. I/We further hereby declare that this Undertaking and authorization shall be binding in the manner aforesaid on my/our heirs, successors and assigns.

Yours faithfully,

Signature

Witness:

1. Signature

Name

Address

2. Signature

Name

Address

MEMORANDUM OF DEPOSIT OF CHEQUES

Date:.....

The Manger

Dutch-Bangla Bank Limited

..... Branch

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

SCHEDULE

Description of Cheques

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

Signature of Principal Applicant

Signature of Joint Applicant

Name :

Name :

PERSONAL GUARANTEE

The Manager
Dutch-Bangla Bank Ltd.

Date : _____

1. In consideration of your making or continuing or extending DBBL Smart Term Loan or DBBL Smart Cash Credit facilities for as you may think fit to:

(Name and address of Borrower) _____
(hereinafter called the "Principal Debtor") Hereby Guarantee to you the repayment when due or earlier on demand in writing being made to us/me by you or any of your duly authorized officers of all moneys advanced to or paid for or on account of the Principal Debtor of an aggregate principal amount of: Tk. _____ (Taka _____ only) plus all costs, interests, charges and expenses, including all legal costs and fees incurred by you in relation to the recovery of sums due and payable to you by the Principal Debtor whether before or after the date hereof and remaining unpaid or which shall at any time hereafter be owing or payable to you on any such account or any negotiable instrument or any other account whatsoever by the Principal Debtor whether as principal or surety and whether alone or jointly with any other person and in whatever name, style or firm including:

- (a) in the case of the death, insolvency or liquidation of the Principal Debtor, sums which would at any time have been owing to you by the Principal Debtor such death had occurred or such insolvency or liquidation had commenced at the time when you receive actual notice thereof and notwithstanding such death, insolvency or liquidation;
 - (b) all money obtained from or liabilities to you notwithstanding that the borrowing or incurring of such liabilities may be invalid or in excess of the powers of the Principal Debtor or any director, attorney, agent or other person purporting to act on behalf of the Principal Debtor and notwithstanding any other irregularity in obtaining such money or incurring such liabilities;
 - (c) in the event of the discontinuance by any means of this guarantee all cheques, drafts, bills, notes and negotiable instruments drawn by or for the account of the Principal Debtor or on you or your agents and purporting to be dated on or before the date when such discontinuance becomes known to you or your agents although presented to or paid by you or them after that date and all liabilities of the Principal Debtor to you at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by you for the Principal Debtor; together with any accrued interest or other return or any compensation, commission, banking charges, legal and other costs, charges and expenses that may be payable.
2. This shall be a continuing guarantee and shall not be considered as either wholly or partially satisfied by the receipt by you of any sums at any time in payment or discharge wholly or partly of the said moneys or of the debts for the time being owed by the Principal Debtor but shall extend to cover all moneys which shall at any time hereafter be advanced to or paid for or on account of the Principal Debtor or be owing or payable to you by the Principal Debtor notwithstanding the receipt by you of any such sums.
 3. If the Principal Debtor is a minor or a person under a legal disability or is a committee or association or other unincorporated body which has no legal existence or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf, this guarantee shall be valid and binding on us/me notwithstanding that fact as though we were joint and several Principal Debtors.
 4. You may accept from the said Principal debtor any securities you may think proper and grant to the Principal Debtor or to any drawer, acceptor or endorser of bills of exchange or promissory notes or to any other persons, parties to any securities or guarantees received by you from them or otherwise held by you any time or other indulgence and compound with and accept any composition from or release the Principal Debtor, any such drawer, acceptor, endorser, and persons, and rallies, give up, modify, exchange or abstain from perfecting or enforcing any securities as you may think expedient without discharging or satisfying the liability of me or any of us or in any way invalidating or prejudicing this guarantee and that you may prove and rank as creditors in the bankruptcy, insolvency or liquidation of the Principal Debtor or any such persons as aforesaid in respect of the general balance of your account with the Principal Debtor or other person and that all dividends, compositions, proceeds of securities, payments and moneys received by you in respect of the total liability to you of the Principal Debtor or his estate shall be taken and applied as payment in gross and that our/my liability under this guarantee shall extend to the payment of any ultimate balance that shall remain unpaid after deducting all such payments.

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

14. No relaxation, forbearance or indulgence granted by you to us/me shall affected our/my liability to you hereunder nor shall any release of or agreement not to use us/me affect the liability of other and this guarantee shall bind us/me and our/my successors-title and assigns.
15. You shall be at liberty to release or discharge us/me from the obligations under this guarantee or to accept any composition form or made any other arrangement with us/me without thereby prejudicing or effecting your right and remedies against the others.
16. This Continuing Guarantee is to be construed according to and the rights of the parties hereunder are to be governed by the laws of Bangladesh

Signature : _____

Name : _____

INFORMATION ON GUARANTOR

(Eligible guarantor)

I have read and understood the terms and conditions of SMART Cash Credit / SMAT Term Loan of **Dutch Bangla Bank Ltd.** I hereby agree to guarantee any credit facilities agreed to be granted or continued, granted and continued, by the bank to:-

Name of Applicant : _____

Address : _____

: _____

My Personal details are furnished below:

Name : _____

Spouse Name : _____

Father's Name : _____

Mother's Name : _____

Relation with the Applicant : _____

Present Residential Address : _____

: _____

Permanent Address : _____

: _____

Telephone & Mobile No : _____

Net Income : _____ Existing Loan _____

TIN : _____ Occupation _____

Employer's Name : _____ Designation: _____

Business Address & Phone : _____

: _____

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

Signature of the Guarantor: _____ Date: _____

Signature of the Applicant: _____ Date: _____

Letter of Disbursement

Date:.....

The Manager

Dutch-Bangla Bank Limited
Dhaka, Bangladesh

Dear Sir/Madan,

Ref.: Loan for Tk_____ (Taka)
only. with reference to the above loan availed by me/us, I/we have signed a Demand Promissory Note for Tk_____. Please disburse the amount of loan by crediting the same to my/our Account No. _____.

Signature