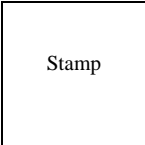


ONE Bank Home Loan Agreement



Conditions Applicable:

- a. The borrower(s) will ensure that the credit facility granted will be used only for the purpose for which it has been approved, and in no way this will be used for any illegal/immoral purpose.
- b. The Bank reserves the right to perform any or one the actions, listed in the following paragraphs, without any reference to the borrower(s):
 - 1. To review the underlying basis on which the facility had been provided (including interest rates, fees, the timing of the charging thereof during the tenor of such facilities).
 - 2. To withdraw approved facilities and terminate the agreement if, in the opinion of the Bank, there has been any material, undesirable change in the borrower’s financial condition.
 - 3. To call for additional cash cover on demand for existing, prospective and contingent liabilities.
- c. The credit facility will be repayable on demand, but unless and until demanded shall be repayable in accordance with the agreed terms and conditions for such repayment, applicable to the facility. A demand will constitute any formal written notice addressed to the borrower(s) at their correspondence address registered with the Bank, and will be delivered to such address, by post, fax, or telex and shall be deemed to have been delivered to the borrower.

Security Documentation:

The following security documentation will remain lodged with the Bank and will be legally enforceable:

- a. Demand Promissory Note for the amount of the credit facility along with the interest amount.
- b. Letter of Continuation
- c. Memorandum of Deposit of Cheques/Securities
- d. Original Comprehensive Insurance Policy to be obtained on hypothecated goods along with premium paid receipt (in applicable cases)
- e. ONE Bank sanction letter duly signed and accepted by the borrower(s), along with the detailed terms and conditions attached hereto.
- f. Undated & Post dated account payee cheques on account of ONE Bank Limited (as required).
- g. Letter of Repossession of hypothecated goods.
- h. Letter of Guarantee

About loan and security documentation will be deemed to be null and void, once the loan is fully liquidated.

The security documentation as mentioned in the “Security Documentation” section of this loan application form will be provided by the applicant(s).

Conditions Precedent:

Until the Bank has received the following, the Bank will not be obliged to make the facility or any part available to the borrower:

- a. A legal mortgage of the property for which the loan is to be taken.
- b. Written acceptance by the borrower(s) signified by the signing of the Sanction Letter, accepting the facility on the basis outlined and subject to the detailed terms and conditions specified.
- c. Completion of the security documentation, as specified above and in the “Security Documentation Checklist” of this application form.
- d. Payment of the mortgage cost, processing fees, verification cost, stamp charges etc.
- e. Acceptance of the terms & conditions as specified in this Loan Agreement.
- f. Loan once approved, if not availed within 30 (thirty) days of the approval date will be deemed to have been cancelled.

Fees, Costs, Expenses and Liabilities:

The borrower will bear the following fees, costs, expenses and liabilities:

- a. Fees for any valuation or verifications required by the Bank.
- b. Applicable stamp duties, and other governmental charges incurred or assessed, in respect of the facility and completion of security documentation.
- c. All costs, charges, expenses, legal costs etc., incurred in relation to the facility and in (i) the preparation and execution of this credit facility and relevant securities, (ii) and in the event of the enforcement.

Signature of the Principal Applicant

Name: _____

On Behalf of ONE Bank Ltd.

Signature: _____

Name: _____

Signature of the Joint Applicant

Name: _____

ONE Bank Home Loan Agreement

- d. In the event the borrower(s) expires, the entire outstanding amount of the loan shall become due and payable at once and the borrower(s) or the legal heirs shall be liable to pay the same to the Bank immediately.

The loan facility may be liquidated prior to the end of the tenure of the facility and partial prepayment is also permitted, however, fees will be charged for both full and partial settlement as applicable at the time of application. The amount of partial prepayment will have to be at least 25% of the outstanding balance.

Warranties and Representations:

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

- a. The acceptance of the terms and conditions of this application by the borrower(s) constitutes a legal and binding obligation upon the borrower(s).
- b. The borrower(s) is/are not in default under any agreement, undertaking or instrument to which it is a party or by which it may be bound, such default being material in the context of this letter, and no event has occurred which with giving notice, lapse of time, or both, or other conditions would constitute such default under or in respect of any such agreement, undertaking or instrument.
- c. Except as notified to the Bank in writing prior to acceptance of the terms and conditions of this application, no litigation, arbitration, or administrative proceedings are at present current or pending or, to the borrower(s) knowledge, which would have a material adverse effect on the borrower's assets or financial condition.
- d. Except as notified to the Bank in writing prior to the acceptance of the terms and conditions of this application, the borrower(s) is/are not entering into the facility as a trustee for any trust.
- e. Where more than one person as borrower signs the declaration below, the liability of each such person there under shall be joint and several as per the terms and conditions.
- f. The Laws of Bangladesh shall govern the terms and conditions and the borrower(s) and the Bank hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the country. Such submission shall not however prejudice the rights of the Bank to take legal measures against the borrower(s) in any other jurisdiction or courts of law elsewhere.
- g. The borrower(s) shall indemnify the Bank against all claims, legal proceedings, losses, damages, costs and expenses arising out of or in consequence of the credit facility.

Availability:

- i. Notwithstanding the date of expiry of the Loan stated above, the Loan facility may be withdrawn or accelerated by the Bank at any time by written notice, following any default or breach under this letter, or any document or agreement referred to in this letter. Any amounts outstanding in connection with the Loan on such date shall continue to be outstanding on the terms and conditions of this letter, or on such other terms and conditions as the Bank may from time to time require. In the event that you have no outstanding on the date of dispatch of such notice, further withdrawals will not be permitted.
- ii. Without prejudice to the foregoing, at the Bank's sole discretion, in the absence of any termination or acceleration on or before the expiry date, the Loan Facility may continue to be available to you for utilization on the terms and conditions of this letter or on such other terms and conditions as the Bank may from time to time require.
- iii. If there occurs default in payment of 03 (three) consecutive installments and/or interest, the Bank may in its discretion without notice to you proceed to enforce the Security, including set-off of encashable collateral against the Loan outstanding.

General

- i. All expenses (such as management fees, verification cost, stamp charges etc.) incurred in documentation and execution thereof referred to herein shall be payable by the Borrower. The Bank is further authorized to debit all sorts of fees and other required charges from the Borrower's account without prior permission of the Borrower.
- ii. The credit facilities should be availed of within the purview of credit norms/restrictions set by Bangladesh Bank from time to time and the applicable interest rate to the Borrower would be floating as per the banks commercial considerations unless specifically fixed.
- iii. The bank at any time if it wish to call back the credit facilities allowed to the Borrower, the Bank shall be at liberty to do so. The Bank preserves right and discretion to set-off and have general and, 'specific lien against the amount of money deposited/retained in Cash Margin Account or FDR Account or in any other account maintained by the borrower and/or any money retained in any fund(s)/forms participated by the borrower with the Bank and payable by the Bank.

Signature of the Principal Applicant

Name: _____

Signature of the Joint Applicant

Name: _____

On Behalf of ONE Bank Ltd.

Signature: _____

Name: _____

ONE Bank Home Loan Agreement

- iv. The borrower will inform the Bank of any change of his/her address and employment status immediately after such change. Until or unless the Borrower informs the Bank regarding his or her changed address, it will be assumed that any letter /correspondence served through registered post, will be deemed to have been effected.
- v. The Bank at it's own discretion can claim outstanding plus accrued interest along with other changes by writing the amount in blank cheque provided by the borrower, as security for the said loan.
- vi. The bank is authorized to sell or assign or transfer all or any portion of the credit facilities disbursed to a third party and also authorized to transfer or assign the security documents collateral's/Guarantee executed by the Borrower/Guarantor(s) in favour of the Bank, without the permission of the Borrower.
- vii. The Borrower shall not assert and hereby waive, any claim against the Bank, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with this letter or any agreement or arrangement contemplated hereby any loan or other credit facility.
- viii. The loan facility may be liquidated prior to the end of the tenure; on payment of early final settlement charges of 1% of the loan outstanding amount or BDT 10,000/- whichever is higher or as applicable at the time of application. A charge for partial pre-payment shall be 1% (flat) on the entire partial pre-payment amount or BDT 5,000/- whichever is higher.
- ix. Installment failure charge will be 3 % on overdue amount, and TK 500.00(Taka Five Hundred) only will be charged to your account for dishonour/ bouncing of every installment Cheque/s.
- x. Repossession charges will be borne by the Applicant.
- xi. All taxes, duties, levies and fees, in connection thereto are on your account.
- xii. This shall be binding on your heirs, successors, and legal representatives.
- xiii. This shall not be assigned without the prior permission of the Bank.

Dispute:

In the event of any dispute between the parties, they shall try to resolve the dispute amicably. In the event of failure to resolve it shall be referred to the competent court(s) in Bangladesh. The dispute shall be governed by and construed in accordance with the laws of People's Republic of Bangladesh.

Reserve Requirement:

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

Declaration:

I/We have applied for the loan facility detailed in this application. I/We have read, accepted and fully understood the above terms and conditions including the authorization for repossession and assignment therein mentioned and its application to the facility granted to me/us by the Bank.

Signature of the Principal Applicant

Name: _____

On Behalf of ONE Bank Ltd.

Signature: _____

Name: _____

Signature of the Joint Applicant

Name: _____

Seal and Signature
of
Verifying Bank Official