

**SAMBA BREAK-FREE**  
**APPLICATION**  
**AND**  
**TERMS & CONDITIONS**

# Samba Break-Free Application

Date 

(DD)		-	(MM)		-	(YY)	
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Branch \_\_\_\_\_

Account Title \_\_\_\_\_

I/We wish to apply for a Samba Break-Free (running finance facility), against a term deposit/saving account/current account/government securities with Samba Bank Limited under the details provided below and open a current account with the Bank for utilization of this facility.

### Security Details

Please select anyone  Term Deposit  Current/Saving Account  Government Securities

### Term Deposit

Account Number	Term Deposit Maturity Date (DD/MM/YY)	Currency <small>(PKR, USD, GBP, Euro)</small>	Amount	Term Deposit Reference No.
	- -			
	- -			
	- -			
	- -			
	- -			

### Current/Saving Account

Account Number	Currency <small>(PKR, USD, GBP, Euro)</small>	Amount

### Govt. Securities (Defense Savings Certificate, Special Savings Certificates, & Regular Income Certificates)

Issue Date	Registration No.	Certificate Serial No.	Total No. of Certificates	Denomination	Total Amount	Expiry/Maturity Date

### Requested Facility Details

Facility Amount (PKR) \_\_\_\_\_

Mark-Up Rate: 3 months KIBOR as of 

(DD)		-	(MM)		-	(YY)	
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 + \_\_\_\_\_ spread %

Purpose of Loan  Home Decor  Education  Occasion (Wedding, etc.)  
 Vacation  Payment of various liabilities  Others \_\_\_\_\_

### Employment Details

Salaried Person  Self-Employed  Others \_\_\_\_\_  
(Please Specify)

Nature of Business (to be tick-marked in-case of self-employed)

Manufacturing  Retail/wholesale  Trading Service  Industrial  
 Commercial  Agricultural  Others \_\_\_\_\_  
(Please Specify)

- Note:**
- Please cross out section if not applicable in security details
  - Please use separate sheet in case of more securities

## Correspondence Details

Please mark (✓) your preferred correspondence address:       Residence       Work

### Residence

Address \_\_\_\_\_

City \_\_\_\_\_ Postal Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Wireless Phone \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-mail \_\_\_\_\_

### Work:

Business/Organization Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Postal Code \_\_\_\_\_

Tel. No. \_\_\_\_\_ Wireless Phone \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-mail \_\_\_\_\_ Fax No. \_\_\_\_\_

### Undertaking as per State Bank of Pakistan's BPRD Circular No. 4 dated February 11, 2009

I \_\_\_\_\_ S/O, D/O, W/O \_\_\_\_\_

holder of CNIC \_\_\_\_\_, undertake that the detail of my existing exposure from the "Entire Banking Sector" as on \_\_\_\_\_ is as under:

#### Details of Credit Cards (Clean) limits being availed from other banks/DFIs:

Sr.#	Name of the Bank/DFI	Approved Limit

#### Details of Credit Cards (Secured) limits being availed from other banks/DFIs:

Sr.#	Name of the Bank/DFI	Approved Limit

#### Details of Personal Loan (Clean) limits being availed from other banks/FDIs:

Sr.#	Name of the Bank/DFI	Approved Limit (Rs.)	Amount Outstanding on Application Date

#### Details of Personal Loan (Secured) limits being availed from other banks/FDIs:

Sr.#	Name of the Bank/DFI	Approved Limit (Rs.)	Amount Outstanding on Application Date

#### Details of other facilities if any (Secured & Clean) being availed from other banks/DFIs:

Sr.#	Name of the Bank/DFI	Approved Limit (Rs.)	Nature (Secured/Clean)	Current Outstanding

#### Applied Limits (Including the application in process):

Sr.#	Name of the Bank/DFI	Facility Under Process	Nature of Facility (Secured/Clean)

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

Name of Applicant: \_\_\_\_\_

CNIC#: \_\_\_\_\_

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

In case of Co-borrower separate undertaking is required.

**For Bank's Use Only**

Loan Account No. (Running Finance Facility Account) \_\_\_\_\_

Relationship Manager/CRO Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Branch Manager Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Branch Services Manager Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Additional Approval Authority (If applicable)**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**For CIU Use**

**Line Disbursed By**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Supervised By**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**TERMS AND CONDITIONS FOR RUNNING FINANCE FACILITY ON MARK-UP BASIS (FLOATING) ("AGREEMENT").**

At the request of the applicant as identified in the Application Form, ("Customer") who has submitted an application ("Application") to Samba Bank Limited ("Bank") for availing the running finance facility on mark-up basis (hereafter referred to as the "Facility" and described more specifically in sub-clause 1a hereof), and upon the Bank's express acceptance of said Application, the Bank shall provide the Facility to the Customer(s) subject to the terms and conditions in this agreement for financing on mark-up basis ("Agreement").

**1. THE FACILITY**

- a. The Bank and the Customer(s) (collectively referred to as the "Parties") hereby acknowledge that the Bank, upon the request of the Customer(s) purchased certain assets ("Assets") from the latter for an amount of Pakistani Rupees ("PKR") \_\_\_\_\_ ("Sale Price"), as mentioned in the Annex A, which the Bank paid to the Customer(s) and transmitted said amount into running finance current account ("Account") held in the Customer(s) name bearing account number as mentioned in the Annex A. The Parties further acknowledge that now after the aforementioned sale of the Assets, the Customer(s) requested the Bank for the resale of said Assets back to the Customer(s) for which the mutually agreed purchase price shall be the Sale Price and the Mark-Up (as defined in the Annex A hereof).
- b. Upon the Customer's/Customers' request the Bank has permitted the Customer(s) to pay the Bank the Sale Price and Mark-up in accordance with the schedule instated in Annex A hereof on a calendar quarterly-basis.
- c. In order to secure the payment of the Sale Price and the Mark-up by the Customer(s) to the Bank in accordance with the terms of this Agreement, [the Bank, with the Customer(s) consent, has created a charge by way of lien and has been granted an express right of set-off of any sums due hereunder against the Customer's/Customers' credit balance with the Bank] / [the Customer has pledged certain government securities with the Bank as per clause 2 of this Agreement].
- d. The Customer(s) may, during the term of this Agreement as provided for in clause 1 hereof, request the Bank in an application which may be in person or via mail, fax, Samba Online Banking or Samba Phone Banking for the sale and re-purchase of movable assets, Upon the Bank's acceptance of the forgoing request, the repayment of said re-purchase price shall be made in accordance with the terms and conditions of this Agreement. The Parties acknowledge that in the event of the Bank accepting the request made by the Customer as contemplated in this sub-clause 1d, the schedule of payment as instated in Annex A hereof shall be amended accordingly with the mutual consent of both the Parties.

**2. SECURITY**

- a. The Customer(s) hereby agree(s) to create a charge in favor of the Bank by way of [a lien on all sums of money placed and/or deposited with the Bank from time to time in the Customer's/Customers' accounts and the time deposit accounts (other than the Account)] / [a pledge over the government securities of the Customer], which are mentioned in Annex B hereof (the "Encumbered Asset(s)") for securing the payment/repayment of all sums to be paid by the Customer(s) to the Bank under this Agreement. The charge over the Encumbered Asset(s) contemplated in this sub-clause 2a shall hereafter be referred to as the "Lien". Further the Parties hereto acknowledge and agree that a third party ("Third Party") may agree to allow the Bank to lien mark such Third Party's saving, current and/or term deposit account for securing the Customer(s) obligations hereunder to the Bank. Such savings, current or term deposit accounts of the Third Party shall hereafter also be included within the definition of 'Encumbered Asset(s)'. For the purposes of clarity, the Third Party's consent to allow the Bank to lien mark its accounts with the Bank shall be provided separately specifically in the form set out in Annex B hereto.
- b. For the purpose of clarity, the Bank's banker's lien over any other term deposit or bank accounts not mentioned in Annex B hereof and which the Customer(s) hold(s) with the Bank has not been excluded by the Lien and the Lien shall apply to all amounts of the Customer held in any account with the Bank.
- c. Notwithstanding anything contained in this Agreement to the contrary, the Customer(s):
  - i) Hereby undertakes not to withdraw, sell, transfer or convey any rights in, dispose-off, provide as security to any person, create any encumbrance over, enter into any agreement for the sale, transfer or conveyance of, the Encumbered Asset(s) until the Customer(s) has/have paid all amounts due under the Facility as modified from time to time.
  - ii) Hereby agree(s) and confirm(s) that the authorization given hereinafter shall be irrevocable and continuing so long as any amount(s) are due from the Customer (s) to the Bank as reflected in the statement of accounts of the Account which shall be deemed to reflect the correct position of the Customer's/Customers' liability to the Bank.
  - iii) Confirm(s) and agree(s) that the Bank's rights hereunder shall not be prejudiced nor shall the Customer(s) be released from liability at any time or indulgence allowed by the Bank to the Customer(s) or any restructuring and/or re-scheduling of the Facility, or by the Customer(s), jointly or severally, released from liability by any act, omission or neglect, or by operation of law or otherwise howsoever or by the Bank releasing to the Customer(s), jointly or severally, any security otherwise held by it to cover the finances extended to the Customer(s) or on account of the Bank's claim against the Customer(s) becoming barred by imitation or on account of any variance in the contract or composition between the Bank and the Customer(s).
  - iv) hereby further agree(s) that in addition to any general lien which the Bank may be entitled to under the law, it may forthwith at any time and without notice to the Customer(s) combine all or any of the bank account(s) of the Customer(s) and/or liquidate any government securities of the Customer provided as security in terms of clause 2 of this Agreement (which may include any or all of the Encumbered Asset(s) and/or the Account) and set-off or transfer such sum or sums standing to the credit of any one or more of such account(s) in or towards satisfaction of any of the Customer's/Customers' liabilities to the Bank. The Bank may exercise the right conferred upon it by law or by virtue of this instrument, without regard to the maturity date of any time deposit account(s) or government securities of the Customer (which are included in the Encumbered Asset(s)) and the Bank shall not be liable to the Customer(s) for any loss or damage resulting from the exercise of such rights.
  - v) Acknowledges and agrees that notwithstanding anything herein contained the Account shall be deemed to have been automatically set-off against the liabilities immediately prior to the occurrence of any of the following events (whether or not such occurrence is known to the Customer(s)) that is to say, if:
    - A. Any assignment or charge or other encumbrance or security interest on or any dealing in respect of the Account(s) is made or created which may affect the Bank's prior rights to apply or set-off the same against the liabilities, or
    - B. Any order of any Court is made directing the Bank to pay the proceeds of the Account(s) or any part thereof to any person other than the Bank, or

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- C. Any order of Court by way of execution is made which has the effect of attaching, garnishing or sequestering the deposit or any part thereof, or
  - D. Any step is taken or any other process is followed for bankruptcy of the Customer(s) or
  - E. The Customer(s) is incapacitated by reason of death or insanity or commits any act of bankruptcy;
- vi) Hereby represent(s) that the Encumbered Asset(s) is / are free from all liens, claims and encumbrances save as created by virtue of this clause 2 of this Agreement. The Customer(s) hereby agree and undertake that so long as this security subsists no lien, encumbrance or charge shall be created by him/her/them in respect of the Encumbered Asset(s) or the Account nor shall any action be taken by the Customer(s) which shall prejudice or impair the security constituted herein. A failure on the part of the Customer to comply with the terms of this provision shall amount to an event of default and shall entitle the Bank to immediately exercise the Lien to recover any amounts payable by the Customer to the Bank in respect of the Facility and exercise any other right available to the Bank in terms of clause 7 of this Agreement or generally under the law.
  - vii) Undertake(s) to sign and deliver to the Bank any other document or documents that it may from time to time or at any time require for better effectuating its rights hereunder.
  - viii) Covenants that he/she/they shall not affect or be affected by the Bank's General Business Conditions which shall be and remain binding between the Bank and the Customer(s) and in the event that there is any conflict between the Bank's General Business Conditions and this Agreement with respect to the security created under this clause 2, then the terms of this Agreement shall prevail.
  - ix) Acknowledges that his/her/their statements of account issued by the bank shall be conclusive evidence as against Customer(s) indebtedness to the Bank.
  - x) Hereby agree(s) that in case the Bank calls upon the Customer(s) demanding payment of any sum of money constituting moneys due to the Bank or any other sum due from the Customer(s) to the Bank, and the Customer(s) fail(s) to make payment within fourteen (14) days from said demand, the Customer(s) shall be liable to the Bank and shall pay to the Bank by way of liquidated damages equivalent to Twenty percent (20%) of the amount demanded by the Bank to be paid by the Customer(s) together with all costs and expenses incurred by the Bank in effecting recovery from the Customer(s).
  - xi) Acknowledge(s) and agree(s) that the security created under this clause 2 of the Agreement shall be valid, binding and enforceable transaction relating to the granting, continuance and/or acceptance of the above mentioned Facility;
  - xii) Acknowledges that the expression "the Customer(s)" shall include the heirs, permitted and pre-acknowledged personal representatives and successors-in-title of Customer(s) and expression "the Bank" shall include its successors-in-title and assigns.

### 3. CONDITIONS PRECEDENT

The Bank shall not be obliged to make the Facility or any part of it available until:

- a. issuance of acceptance and approval of the Application by the Bank.
- b. completion of the granting and perfection of the security over the Encumbered Asset(s).
- c. Execution or completion of all other documents and formalities as may be required by the Bank.

### 4. FEES, COSTS, EXPENSES AND LIABILITIES

The following fees, costs, expenses and liabilities are to be borne by the Customer(s) as mentioned in the Schedule Of Charges (SOC) amended from time to time:

- a. Processing Fee, Enhancement fee, and fees for any valuation or verification required by the Bank.
- b. All stamp duties, registration fees, transfer charges and other government charges incurred or assessed on or in respect of the Facility and the Lien.
- c. All costs, charges, expenses and legal costs incurred in relation to the Facility, including but not limited to:
  - (i) the preparation and execution of any security documents, which may be drawn in the future with respect to the Facility as it stands at such time
  - (ii) the enforcement of the security created under clause 2 hereof or created by means of a separate instrument in the future after the execution of this Agreement (as contemplated in clause 4 c (i) herein above); by the Bank.
- d. Including but with limitation, the following charges may be levied on Applicant from time to time as per rates notified either through the Schedule of Charges, which is available at all Samba Bank Ltd branches and website or by the Bank giving the Applicant due written notice of the same:
- e. Late Payment Charges calculated on a daily basis of the outstanding unpaid amount of the Sale Price in the event of late payment of the Mark Up due thereon in accordance with the schedule in Annex A till such time as the payment of all amount due hereunder have not been paid to the Bank.
- f. The total mark-up charged will be on floating basis at 3 months KIBOR plus Spread as specified in Annexure A. In-case of first mark-up period, the 3 months KIBOR will be used as of the date mentioned in Annexure A, however for subsequent mark-up periods, 3 months KIBOR of the last working day immediately before the last mark-up due date will be used (i.e. last working day of March, June, September & December). The bank shall revise the pricing in accordance with the change in 3 months KIBOR on quarterly basis, based on calendar quarter.
- g. The Bank's rights against the Customer shall not be determined, affected, or prejudiced by, and the entire outstanding amount under the Facility, shall immediately become due and payable upon, the Customer's/Customer's' bankruptcy and/or incapacity by reason of death or insanity as the case may be.

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- h. Without prejudice to the generality of clause 3 above, the Customer hereby grants the Bank an irrevocable and unconditional permission to debit from any its bank accounts held with the Bank all applicable charges which have been specified in Clause 4 (d) above. The Customer(s) hereby covenants that in the event that sufficient funds are not available in said bank accounts held with the Bank for debiting the charges payable by the Customer(s) to the Bank under this clause 4, he/she/they shall, within [fourteen (14) days] of the Mark-up payment due on quarterly basis, make an amount equivalent to the shortfall amount available to the Bank by depositing the same in any one of its accounts held with the Bank apart from the Account.
- i. Any changes in Annex A shall only be made by the Bank after issuing the Customer(s) a notice of such changes. For the purposes of clarity, the Parties agree that the Bank shall not be obliged to await acknowledgement of receipt of such notice or the intimation of consent to said changes from the Customer(s), before affecting the same.

## 5. REPRESENTATION AND WARRANTIES

The Customer(s) represents and warrants as follows:

- a. The Customer appreciates and acknowledges hereby that the Terms and Conditions contained herein are those upon which the Bank shall if it so decides in its sole and absolute discretion to accept the Customer's Application and that said Terms and Conditions will constitute legal and binding obligation of the Customer.
- b. The Customer is not in default under any agreement, undertaking or instrument to which it is a party or by which it may be bound, and no event has occurred which may give rise to an event of default or potential event of default.
- c. No litigation, arbitration or administrative proceedings are at present current or pending or, to the Customer knowledge, which would have a material adverse effect on the Customer's assets or financial condition.
- d. The Customer is not applying for the Facility as a trustee for any trust.
- e. The Bank's statement and records shall be conclusive and binding on the Customer and constitute evidence of debt for all purposes
- f. With respect to the sale of the Assets by the Bank to the Customer(s), the Customer(s) hereby waives any right to hold the Bank liable for any defects whatsoever as to the quality, quantity, fitness or servicing of the Assets in any way or form.

## 6. TERM

This Agreement shall remain in full force and effect for a period commencing from the date stated first above and may be terminated upon written request of the Customer(s) upon complete discharge of all its liabilities under this Agreement to the sole satisfaction of the Bank.

## 7. DEFAULT AND TERMINATION

- a. Notwithstanding anything to the contrary contained in this Agreement, failure on the part of the Customer(s) to pay any Payment in strict accordance with the schedule in Annex A hereof shall entitle the Bank to
  - i) demand immediate payment of the entire balance of Sale Price and Mark-up remaining due to the Bank, and
  - ii) for recovery thereof to enforce the security created under clause 2 and over any bank account(s) or term deposit in the name of the Customer(s) (held jointly or individually).

Any omission or otherwise failure on part of the Bank to enforce said securities shall not constitute a waiver of the Bank's rights hereunder.

- b. The Bank shall also have the right to demand immediate payment of the Sale Price and any Mark-up thereon at any time without assigning any reason therefore. The Customer undertakes in such event to pay the same within fourteen (14) days of such demand. In case of default by the Customer, the Customer further agrees and undertakes to pay to the Bank by way of liquidated damages of an amount equivalent to 20% of the amount demanded by the Bank and not paid by the Customer(s) in accordance with its obligations hereunder this Agreement.
- c. In addition to any general lien or similar right to which the Bank as Banker may be entitled by law, the Bank may at any time and without notice to the Customer(s) combine or consolidate all or any of the Customer's/Customers' accounts with and liabilities to the Bank and set off or transfer any sums standing to the credit of any one or more of such accounts and/or towards satisfaction of any of the Customer's/Customers' liabilities to the Bank on any other account or in any other respect where such liabilities be actual or contingent primary or collateral and several or joint.
- d. Without prejudice to the rights of the Bank under sub-clause 7 c herein above, in the event of delay, default or irregular payment to the Bank of any payment to be made by the Customer(s), the Bank shall after having issued a fourteen (14) days prior written notice to the Customer(s) of such default, have the right to cancel the Facility and recover sums due to the Bank from the Customer hereunder this Agreement by enforcing the security created under clause 2 and over any bank account(s) or term deposit in the name of the Customer(s) (held jointly or individually).

## 8. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by the laws of Pakistan and the Customer 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 Customer(s) in any other jurisdiction or courts of law elsewhere.

## 9. MISCELLANEOUS

- a. Annexure to this Agreement, as amended from time to time during the term of this Agreement and with the Parties' mutual consent, shall constitute a part of the whole of this Agreement
- b. The Bank reserves the right to accept/reject the Application in its sole discretion. The Facility (if granted) will be subject to the Terms and Conditions and the Terms and Conditions of the security and legal documents contemplated under clause 2 hereinabove.
- c. The Customer shall ensure that the Facility granted to the Customer subject to the Terms and Conditions, is used only for the purpose for which the Facility has purportedly been obtained and not for any illegal activities.

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- d. The Bank reserves the right without any further reference or intimation to the Customer to:
- (i) Review the basis on which the Facility has been provided (including the Sale Price, the Mark-up, any fees and the timing of the charging thereof at any time during the term of such Facility).
  - (ii) Withdraw the Facility and thereby terminate this Agreement, in the opinion of the Bank, there has been any material adverse change in the Customer's financial conditions.
- e.
- (i) The Facility will be repayable on demand but unless and until demanded shall be repayable in accordance with the terms and repayment arrangements applicable to the Facility as set out in clause 7(d). A demand constitutes any formal written notice addressed to the Customer at his/her correspondence address stipulated in the Application and may be delivered personally by leaving it at such address, by post, fax, or telex, and shall be deemed to have been delivered to the Customer, at the time of personal delivery or on leaving it at such address or on the second day following the day of posting or on the day of dispatch, if sent by the fax or telex. Any notice to the Bank shall be deemed to have been delivered on the day of actual receipt.
  - (ii) The Bank at its absolute discretion is entitled to demand the immediate payment of the outstanding amount or any other charges without giving any reason and without any liability to the Customer and notwithstanding that the Customer may not be in default of the terms. The Customer undertakes in such cases to make payment of the amount demanded by the Bank immediately upon receiving the Bank's demand. In default, the Customer agrees and undertakes to pay to the Bank and the Bank is entitled to recover from the Customer as liquidated damages a sum equivalent to [20]% of the amount demanded by the Bank along with all costs and expenses including, but not limited to, legal and court fees incurred by the Bank in making recovery.
- f. Notwithstanding anything contained in this Agreement to the contrary, any notice or demand made under this Agreement formal written and addressed to the Customer(s) at his/her/their correspondence address stipulated in the Application and may be delivered personally by leaving it at such address, by post, facsimile transmission, or telex, and shall be deemed to have been delivered to the Customer(s), at the time of personal delivery or on leaving it at such address or on the second day following the day of posting or on the day of dispatch, if sent by the facsimile transmission or telex. Any notice to the Bank shall be deemed to have been delivered on the day of actual receipt. The Bank at its absolute discretion is entitled to demand the immediate payment of the outstanding unpaid amount of all the payments due under this Agreement or any other charges without giving any reason and without any liability to the Customer(s) and notwithstanding that the Customer(s) may not be in default of this Agreement. The Customer(s) undertake(s) in such cases to make payment of the amount demanded by the Bank. In default, the Customer(s) agree(s) and undertakes to pay to the Bank as liquidated damages a sum equivalent to 20% of the amount demanded by the Bank along with all costs and expenses including, but not limited to, legal and court fees incurred by the Bank in making recovery.

IN WITNESS WHEREOF the parties above named have executed this Agreement on the day, month and year first above written.

I hereby agree that I have read and understood this agreement.

**For Customer(s)**

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_  
 CNIC No. \_\_\_\_\_ CNIC No. \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_

**For and on behalf of the Bank**

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_  
 CNIC No. \_\_\_\_\_ CNIC No. \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_

**Witnesses**

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_  
 CNIC No. \_\_\_\_\_ CNIC No. \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_

Revenue Stamp



**ANNEXURE A**

Date 

(DD)		-	(MM)		-	(YY)	
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**Sale Price**

Rupees \_\_\_\_\_, \_\_\_\_\_  
(in figures) (in words)

**Mark-Up**

The Mark-Up shall be a Floating Rate, 3 months KIBOR as of 

(DD)		-	(MM)		-	(YY)	
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 + \_\_\_\_\_  
spread %

**Loan Current Account**

Account Number	Account Title

**Mark-Up Payment**

Mark-Up will be paid on a quarterly basis on the 1st day of every calendar quarter.

**For Customer(s)**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**ANNEXURE B**

Date 

(DD)	(MM)	(YY)

**SCHEDULE OF ENCUMBERED DEPOSITS**

**Term Deposits Only**

All that present and future Term Deposit issued and/or to be issued including but not restricted to below mentioned TD(s), Manifold No. \_\_\_\_\_, Seq No. \_\_\_\_\_ for initial amounting to PKR / USD / GBP / Euro. \_\_\_\_\_ (in figures), \_\_\_\_\_ (in words) only, issued in the name of \_\_\_\_\_ (Account Title), having Base No. \_\_\_\_\_ & Account No. \_\_\_\_\_, issued by Samba Bank Limited, Branch \_\_\_\_\_ & City \_\_\_\_\_, time to time along with all subsequent roll overs/renewals thereof including profits accrued and/or to be accrued thereon from time to time.

**For Customer(s)**

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_

**Current/Saving Accounts**

Base No. \_\_\_\_\_, Saving Account No. \_\_\_\_\_, for initial amounting to PKR / USD / GBP / Euro. \_\_\_\_\_ (in figures), \_\_\_\_\_ (in words) only, issued in the name of \_\_\_\_\_ (Account Title), issued by Samba Bank Limited, Branch \_\_\_\_\_ & City \_\_\_\_\_, along with all subsequent profits accrued and/or to be accrued thereon from time to time.

**For Customer(s)**

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_

**Government Securities Only**

Issue Date	Registration No.	Certificate Serial No.	Total No. of Certificates	Denomination	Total Amount	Expiry / Maturity Date

The following documents in respect of the Government Securities above listed have been pledged by the Customer with the Bank:

**For Customer(s)**

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_  
 Date \_\_\_\_\_ Date \_\_\_\_\_

Note:

- Please Cross out the section not applicable
- Please use separate sheet in case of more securities

**Third Party Consent to Bank for Lien Marking its Accounts**

I/We \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_  
holding CNIC No. \_\_\_\_\_ and holding account number \_\_\_\_\_  
with Samba Bank Limited ("Encumbered Deposit") hereby authorize Samba Bank Limited to mark lien on the Encumbered  
Deposit for securing the Customer's (as defined in the terms and conditions herein above) obligations to the Bank in respect  
of the Facility (as defined in the terms and conditions herein above).

I/We further authorize the Bank to encash my/our Encumbered Deposits as specified herein above and apply and pay to  
itself such sums as the Bank may deem fit or any other balance in satisfaction of any liabilities arising out of said finance  
facility.

I/We agree and confirm that the authorization to mark lien my/our Encumbered Deposits as specified herein above to  
**"SET-OFF"** given hereinafter shall be irrevocable and continuing until such time as the Customer has fulfilled all his  
obligations to the Bank in accordance with the terms and conditions herein above.

I/We acknowledge and confirm that I/we have read and understood clause 2 of the terms and conditions and it remains  
enforced and binding on me/us.

Therefore, by signing this form in this Annexure B, I/we agree to the provisions of clause 2 of these terms and conditions.

Sincerely,

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Note:

- Mark void if not applicable

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

**Samba Bank Limited**  
Head Office  
6th Floor, Sidco Avenue Centre,  
Maulana Deen Muhammad Wafai  
Road, Saddar, Karachi, Pakistan.

**Subject: Irrevocable Authority to Recover Accrued Markup**

Dear Sirs,

With reference to the Samba Break-Free Facility ("Facility") being availed by myself/us from Samba Bank Ltd ("Bank"), I/We hereby acknowledge that I/We are committed to pay the Bank any markup accrued on the outstanding amount for this Facility ("Mark-Up"), at the end of each calendar quarter of every year during the term during which the Facility is being availed by myself/us. Said Mark-Up, I/we acknowledge shall be accrued as per the Mark-Up rate and other terms and conditions governing the Facility, and to which I/ we have agreed on [date] \_\_\_\_\_ ("Agreement").

To enable the Bank to recover the Mark-Up accrued on the Facility, I/We hereby unconditionally and irrevocably agree and authorize the Bank that:

1. The Bank has the right to recover the Mark-Up on any day after the 1st of each calendar quarter by [debiting my/our account No: \_\_\_\_\_ ("Account") in favor of the bank] [selling my/our government securities pledged by the Bank details whereof are provided in Annex B hereto (the "Government Securities") and using the proceeds realized towards the recovery and settlement of the over-due Mark-Up.
2. The Bank has the right and authority to debit of my/our Account / sell the Government Securities to recover the overdue Mark-Up and other charges payable without any reference to me/us. I/we hereby forego the right to dispute any transaction [in my Account] [for the sale of the Government Securities] for the recovery of Mark-Up and other charges.
3. [I/We undertake to ensure that sufficient funds shall be available in my/our Account for the recovery of Mark-Up and other charges by the Bank.] [I/We undertake to ensure that the sale / realizable value of the Government Securities shall be sufficient for the recovery of Mark-Up and other charges by the Bank.]
4. I/We acknowledge and understand that in the event of any failure on my/our part to maintain [sufficient funds in the Account] [Government Securities of sufficient value] as undertaken by myself/us in para 3 herein above, I/we shall, within a period of two (2) days of the Bank notifying me/us of [the deficiency of sufficient funds in the Account] [the Government Securities of sufficient value not being available], deposit such additional funds in the Account / provide such additional Government Securities as may be instructed by the Bank. I/we agree that upon my failure to comply with the Bank's instructions as per this para, the Bank will be entitled, in its sole discretion, to liquidate / realize any other security provided by me/us to the Bank to secure the Facility and/or to terminate the Facility. The rights of the Bank stated in this letter shall not prejudice any additional rights available to the Bank under any applicable laws. I/we acknowledge and undertake that notwithstanding the sufficiency of any security provided to the Bank, my/our obligation to pay the entire outstanding portion of the principal and Mark-Up in respect of the Facility shall continue and the Bank will continue to have a claim against me/us until complete settlement of all outstanding amounts.
5. The authority conferred upon the Bank by virtue of this instrument shall be in addition to the Bank's rights under the terms and conditions governing the Facility.
6. All capitalized term used herein unless specifically defined shall have the same meaning as provided in the agreement.

Sincerely yours,

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

## LETTER OF PLEDGE OF GOVERNMENT SECURITIES

Stamp

**Samba Bank Limited**  
Head Office  
6th Floor, Sidco Avenue Centre,  
Maulana Deen Muhammad Wafai  
Road, Saddar, Karachi, Pakistan.

Dear Sirs,

In consideration of your having agreed, at my/our request, to provide and/or continue to provide, for as long as you think fit, finances and banking and credit facilities under one or more modes of "finance" as defined in the Financial Institutions (Recovery of Finances) Ordinance 2001 and or any other banking facility or accommodation ("banking facilities") to me/us or Messrs \_\_\_\_\_ (hereinafter referred to as 'the Customer'), I/We do hereby deposit and pledge to you all the securities specified in the Schedule hereto (hereinafter referred to as the 'Securities') as security for the due payment to you on demand of all moneys due and payable by me/us/the Customer to you in respect of the banking facilities including any moneys due to you from me/us/the Customer under any agreement or instrument signed by me/us/the Customer in your favour and/or under any account and/or under any law and all types of dues, costs, expenses, service charges, mark-up, liquidated damages, penalties and compensation payable by me/us/the Customer to you (all of the sum or sums of money whatsoever payable by me/us/the Customer to you and described or referred to above or elsewhere in this Letter are hereinafter collectively called the "Moneys Due to you" which expression shall include wherever the context so admits or requires any of them or any part of them). AND I/WE AGREE AND COVENANT WITH YOU:

1. That you shall be entitled and I/we unconditionally and irrevocably authorize you in your sole and absolute discretion at any time or from time to time to retain, hold over, sell, transfer, encash, surrender, appropriate and otherwise dispose of all or any part of the securities including by purchase yourself and to receive, retain and appropriate the proceeds thereof and, if necessary, in your discretion to apply the same towards adjustment of my/our liabilities to you and/or the liabilities of the Customer to you under any Agreement or in connection with any Facility, without any reference to me/us or the Customer and for such purpose to complete, stamp, execute and deliver and transfer deeds or other document(s) on my/our/the Customer's behalf and to register any such Securities in favour of yourselves or your nominees or the purchase thereof.
2. It is further expressly agreed that in the event of my/our/the Customer failing to comply with any of your requests or demands or on my/us/the Customer failing to pay to you on demand all or any part of the monies then payable or owing by me/us/the Customer, I/we hereby authorize you to exercise all or any of the powers hereby conferred upon you. I/we further declare that you shall not be answerable or responsible for any loss or damages arising thereby nor shall you be liable for any depreciation or fall in value of the Securities whilst in your possession under this agreement nor shall you be under any liability whatsoever to make any payments of money or to do any other act or things for the purpose of preventing the loss or depreciation in the value of the Securities.
3. You will have a right at any time to encash any term deposit (even upon payment of penalty for premature encashment) or debit my/our account with you and appropriate the proceeds for satisfaction of the Moneys Due to you or other of my/our/the Customer's indebtedness or liability to you.
4. Notwithstanding any partial payment or adjustment of the banking facilities extended by you, this security shall be continuing security for the Moneys Due to you or any other of my/our/the Customer's outstanding indebtedness/liability to you and shall not be discharged by because my/our/the Customers account with you may at any time show NIL or credit balance. I/We agree that we shall be discharged of this security only if specifically discharged by you in writing.
5. I/we hereby also agree that any notice and writing required to be served shall be sufficiently served if addressed to me/us at my/our address registered with you or in the event of no such address being registered at my/our last known place or residence or business and left at such address or place or is forwarded to me/us by post at the address or place aforesaid. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.
6. I/We undertake immediately upon request by you to execute and sign all such documents and to do and procure to be done all such other acts and things as you may consider necessary or convenient.

7. I/We hereby agree that any of my/our/the Customer's statements of account signed as correct by any of your duly authorized officers shall be conclusive evidence as against me/us/the Customer of my/our/the Customer's indebtedness to you.
8. I/We agree from time to time at your request to deposit additional securities with you as further margins you may require, and in the event of my/our failing to comply with such request I/we hereby authorize you immediately to exercise all or any of the powers conferred upon you.
9. I/We confirm that your rights hereunder shall not be prejudiced by any time or indulgence allowed by you to me/us/the Customer or by me/our/his/their release from liability by operation of law or otherwise howsoever or by your releasing any security otherwise held by you to ensure the indebtedness of me/us/the Customer to you or by reason of any change in my our constitution of the Customer or your Bank.
10. This is to be a continuing security notwithstanding any settlement of account or otherwise and it is to be in addition and without prejudice to any other securities which you may now or hereafter hold for or on account of me/us/the customer.
11. I/we further authorize you to receive, retain and appropriate all profits/dividends, bonuses and returns on the Securities and to obtain fresh scripts and certificates for the same and keep the same subject to this pledge.
12. I/we further agree at all times to maintain Securities, hereunder pledged to you, equal to at least \_\_\_\_\_% of the outstandings due by me/us/the Customer under the Facilities. In the event of a temporary or permanent depreciation in value of any Securities, at your request, I/we hereby agree to either reduce the outstandings under the Facilities or pledge additional Securities to you equal to such depreciation in value. All such additional or replacement securities delivered to you in terms of this clause or otherwise by your consent, shall be deemed to be included in the definition of Securities.
13. I/we further declare that I/we are the owners of all of the Securities and I/we hereby acknowledge that the Securities have been accepted by you on the basis of my/our right of control, ownership and disposition, free from any prior charge, lien or encumbrance.
14. The rights, interest, powers, authorities and the security hereby vested in you are unconditional and irrevocable and shall at all times be binding on me/us/the Customer and my/our heirs, successors in interest, executors, administrators and assigns.
15. These terms shall be governed by and construed in accordance with the laws of Pakistan and the Courts/Tribunals at \_\_\_\_\_ shall have non-exclusive jurisdiction.

**THE SCHEDULE REFERRED TO:**

Issue Date	Registration No.	Certificate Serial No.	Total No. of Certificates	Denomination	Total Amount	Expiry / Maturity Date

Pledgor(s)

Witnesses

1. \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

CNIC No. \_\_\_\_\_

2. \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

CNIC No. \_\_\_\_\_

Note:

- Please mark void if not applicable
- Please use separate sheet in case of more securities