## APPLICATION FOR CASH BACKED OVERDRAFTS, LOANS AND ONE OFF BANK GUARANTEES Please complete this Application Form in BLOCK LETTERS and (/) (Tick boxes where applicable)



Date D D M M Y Y Y Y

APPLICANT/S DETAILS				
01. Name/s of Applicant/s  1	ership **Limited Liability	1 2 3 4	ontact Numbers (Mobile)  hip / Partnership	
05. Account Number Disbur	ery			
FACILITY DETAILS				
06. Nature of Facility Overdraft  07. Amount Requested (LKR)  08. Purpose  09. Repayment Overdraft  Loan - Total Period  Basis  Frequency	- On Demand d Months Grace Period Equated Equal B	ncy: LKR FCY - Specify  Months  Sullet		
Type Bid Credit Performance Advance Payment Other - Specify  Validity Period from Date of Issue Months  Beneficiary Name  Beneficiary Letter Attached  Format Bank Format Special Format (acceptable to the Bank)  If an Extension, Previous Guarantee Reference No.  11. Interest - As specified herein below.				
SECURITY DETAILS				
12. Security Provided by Me / Us  Deposit/Savings Account Number	Interest / Commission A	ed by Third Party ccount Balance/Amount	Name of Security	
	Rate  FD/SA/AWPR +%  FD/SA/AWPR +%  FD/SA/AWPR +%  FD/SA/AWPR +%		Account Holder	

## TERMS AND CONDITIONS

- Once credited or made available to a designated account, the proceeds of the above loan or the overdraft shall be deemed to have been received by me/us.
- The facility/ies to be exclusively utilised for the purpose stated above and in the event of any noncompliance of this requirement, the Bank reserves the right to recall/cancel the facility/ies without prior notification.
- In the case of an Overdraft, all monies due and payable under the said Overdraft is payable to the Bank on demand. In the case of a Loan the installment shall become due and payable to
  the Bank on the date and on the terms specified hereof.
- 4. Overdrafts are subject to review and renewal on an annual basis, with the recovery of charges, on the same terms and conditions stipulated herein.
- 5. Interest on facility/ies to be payable monthly at the nominal rate applicable to the fixed/security deposit listed above plus an additional rate of interest advised by the Bank, which may be subject to change from time to time. For facility/ies granted in LKR against foreign currency deposits, the rate of interest applicable will be Average Weighted Prime Lending Rate (AWPR). Any tax applicable on the amount of the loan/overdraft or on interest paid or payable or any other charges/commissions shall be paid by me/us.
- Unless expressly agreed in writing with the Bank, the interest rate applicable to any over limit or overdue outstanding sum shall be the rate applicable to temporary facilities prevailing from time to time.
- 7. Guarantee commission to be payable, at the applicable rate of commission, on a quarterly basis for the validity period of the Guarantee issued, and to be recovered upfront.
- 8. For Guarantees, I/we shall provide the Bank with a request from the Beneficiary and a general or specific Counter Indemnity in the Bank's standard form in respect of guarantees issued.
- 9. I/We hereby irrevocably authorise the Bank without any notice to me/us to debit my/our current/savings account fixed deposit account/s or any other monies lying to my/our credit at the Bank or any of the current/ savings accounts maintained by me/us at the Bank at the sole discretion of the Bank with the amount/installment due even to the extent of creating an overdraft or increasing an existing overdraft limit on the due dates as agreed above together with the amount of the interest and taxes payable and any other charges/ commission and set off all monies, cash deposits, placements, government securities now lying or hereafter to lie to my/our credit solely or jointly with any other person or corporation.
- 10. In any case where any other loan(s) or credit facility/ies has/have been or is/are granted to me/us by the Bank if default is made in the repayment of principal or interest or taxes due upon any such loan(s) or credit facility/ies, the repayment of the above facility/ies shall deemed to be in default even though in fact default may not have been made.
- 11. In the event of a claim on a Guarantee issued, I/we shall deposit the amount claimed to DFCC Bank PLC, immediately upon the same is communicated to me/us. If the amount claimed is not deposited, I/we acknowledge that the Bank shall charge interest at 36% per annum from the date the claim is honored, until full settlement or until such date that the securities are liquidated. The Bank also reserves the right to vary the rate of interest without notice to me/us.
- 12. All information regarding my/our trade, business or occupation and financial condition will be furnished by me/us to the Bank as and when required by the Bank.
- 13. Any material change in my/our occupation/ trade, ownership /nature of the business shall be forthwith notified by me/us to the Bank.
- 14. Particulars of any litigation which may tend to affect my/our financial capacity and in which I/We may be involved shall be disclosed by me/us to the Bank whenever such eventuality occurs.
- 15. The Bank is hereby irrevocably authorised by me/us to combine the account of the above facility/ies with all or any of my/our other accounts current, savings or deposits (term or demand) and to transfer and appropriate all monies lying to my/our credit with the Bank in any of its offices without notice to me/us. Such unfettered right and irrevocable authority hereby given by me/us to the Bank shall be exercised by the Bank even to the extent of dishonouring or refusing payment of cheques, demands or withdrawals, or other like documents drawn by me/us on any office of the Bank on or before the date of the exercise of such Right or authority or even to the extent of closing any account in my/our name/s, in any office of the Bank I/We hereby undertake to indemnify the Bank against all claims or demand that may be made on the Bank consequent to such action by the Bank.
- 16. The production in any Court of Law or before any tribunal or body or statutory officer of any statements, extract, writing or other document showing the monies owing by me/us as a result of your granting the above facility and made out of the books or documents of the Bank and signed and certified by the Manager or Accountant of the Bank be deemed to be conclusive proof of the amounts of my/our liability to the Bank without any further documents or vouchers being produced by the Bank.
- 17. All monies owed by me/us to the Bank in respect of the above facility/ies and interest and taxes and other charges shall be recoverable from me/us notwithstanding the Prescription Ordinance (Cap. 68) and I/We shall not plead the Prescription Ordinance (Cap. 68) as a bar to the Bank suing me/us for the recovery of the said monies.
- 18. All representations and statements made above and elsewhere and otherwise to the Bank or any of its officers by me/us or my/our agents, employees or officers in writing or otherwise on my/our behalf or purporting to be on my/our behalf are hereby warranted true and correct and intended to be acted upon by the Bank and shall form the basis of the contract resulting from the grant to me/us of the above facility. The Bank may waive any of the above terms or conditions either unconditionally or on terms. Every such waiver by the Bank shall be without prejudice to the Rights of the Bank hereunder which shall always remain exercisable as if such waiver had not been made and whenever the Bank thinks fit.
- 19. I/We hereby acknowledge that a separate facility will be granted against each Fixed Deposit / Savings Account.

......day of ......Two Thousand and Twenty .....

- 20. All sums payable to the Bank by me/us whether of principal, interest, fees, commissions, charges or otherwise shall be without any deductions of any taxes, levies, duties or charges. All such Government levies and taxes payable on credit facilities from time to time may be debited to my/our account when they become due.
- 21. Notwithstanding anything contained herein the Bank reserves the Right to cancel/recall the facility/ies or vary the terms and conditions relating thereto at any given time at the sole discretion of the Bank.
- 22. I/We hereby further undertake to hold the Bank indemnified and saved harmless from and against all losses, damages, interest, costs, charges, expenses and any detriments of whatsoev er kind or nature consequent on or attributable to the Bank acting or purporting to act in the exercise of any Right of set off or lien or appropriate in terms hereof and thereby otherwise dishonouring any cheque or other such like document or orders for payment of money or demands or withdrawals on or from the Bank or any of its Offices or Branches and made signed or delivered whether under my/our hand alone or jointly with any other person or corporation in respect of any account or accounts whatsoever.
- 23. I/We shall not assign and/or transfer all or any part of the rights or obligations hereunder without the prior written consent of the Bank.
- 24. The Bank may assign or otherwise transfer all or any part of its rights or obligations hereunder to any Licensed Commercial Bank or Licensed Specialized Bank operating in Sri Lanka.
- 25. I/We hereby agree to bind myself/ourselves my/our heirs, executors and administrators/successors and assigns by this writing.
- 26. I/We hereby acknowledge that I/We have read the above and that I/We am/are aware of the obligations, liabilities and rights here under and accept the foregoing terms and conditions.
- 27. I/We confirm that the details furnished above are true and accurate and that no material information has been willfully withheld in completing this application.

I/We being the Borrower/s do hereby take notice of the above terms and conditions and in confirmation of my/our acceptance of the same do hereby set my/our hand/s hereunto on this

Signature of Borrower 01	Signature of Borrower 02		
Signature of Borrower 03	Signature of Borrower 04		
BANK USE ONLY			
Credit Officer/Credit Assistant /OIC Signature	Branch Manager or an A class signatory Signature		
Name :	Name:		
Signature Booklet No. :	Signature Booklet No. :		