


(INDIVIDUAL & JOINT ACCOUNT HOLDERS) - V.5

The Manager, National Development Bank PLC,			
Customer Segmentation			
Date:	1/28/2026 14:48	CID	

**1 Client Information & Contact Details**

	Full Name/s of Applicant/s	Address / E-mail address of Applicant/s	NIC / No	Contact No's		
				Mobile	Office	Home
1						
2						
3						
4						

**2 Account Details**

Savings Account No	
Current Account No:	

**3 Facility Details**

Type of Facility	Loan
Purpose	
Aggregate Facility Amount Requested	-
Repayment Period	As mentioned in Annex
Nature of Request	New

**4 Type of the security (Pl. Select)**

if there are more than seven (07) Deposits please fill column (a) to (g) of the table given in Schedule A.

Full Name of Deposit Holder	Nature of Deposit	Currency	Interest Rate	Deposit Account No	Maturity Date	Deposit Amount

Mobile No		Please (X) if you have no objection to receive any notifications from the Bank via SMS.	<input type="checkbox"/>
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I/We do hereby confirm that the details entered above are true and accurate, and agree to abide by the Terms & Conditions overleaf.

1. Signature of Applicant	2. Signature of Applicant	3. Signature of Applicant	4. Signature of Applicant
Signature/s Verified	Name of Bank Officer		Signature of Bank Officer
	EPF		

## TERMS & CONDITIONS

### CASH BACKED LOANS

In consideration of National Development Bank PLC, bearing registration No. PQ 27 offering to grant the Loan Facility against balances in my/our/third party total deposit account(s) as stated overleaf, with the Bank, I/We hereby undertake and agree to obtain the Facility described in the Annex below subject to the following terms and conditions.

In these Terms and Conditions, unless the context otherwise requires;

- (a) "Account" means the Bank account or accounts held or to be held at the Bank in the name of the Borrower (whether solely or jointly with another person), the number of which is specified in item 2 of the Application Form.
- (b) "Application Form" means the cash backed application for Loans appearing over leaf.
- (c) "AWPLR" shall mean the Average Weighted Prime Lending Rate compiled weekly by the Central Bank of Sri Lanka.
- (d) "Bank" or "NDB Bank" shall mean the National Development Bank PLC bearing registration No. PQ 27 having its registered office at No 40, Nawam Mawatha, Colombo 02 and shall include its successors and assigns as the case may be.
- (e) "Borrower" shall mean the applicant/s more fully described in item 1 of this Application Form together with his/her/its/their respective heirs executors administrators successors and assigns as the case may be.
- (f) "Deposit/s" shall mean the deposit or deposits including savings accounts more fully described in item 4 of this Application Form and shall include the renewed deposits as referred to in clause 8 of these Terms and Conditions.
- (g) "Deposit Holder" shall mean the holders of deposits whose names and details of deposits are included in item 4 of the Application Form.
- (h) "Loan or Loan Facility" shall mean the loan facility/es granted to the Borrower against a Deposit/s which shall individually be considered as a separate loan with a unique reference number and which is more fully described in column d of item 9 of the Annex hereto.
- (i) "Installment" shall mean the monies due and payable each month by the Borrower to the Bank in respect of each Loan Facility together with interest and other charges thereon as specified in item 6 in the Annex to these Terms and Conditions.
- (j) "Facility Rate(s) of Interest" shall mean the rate/s of interest as may determined by the bank at its sole discretion and charged by the Bank on the Facility. For Loans backed by Deposits the said interest rate will be linked to the relevant rate of interest applicable to each Deposit/s kept under lien to the Bank. The rate of interest for LKR Facilities granted against the security of foreign currency Deposit/s shall be linked to the AWPLR.
- (k) "Loan Amount" shall mean the facility amount determined by the Bank based on each Deposit.
- (l) "Aggregate Facility Amount" shall mean the total Loan Amounts as described in item 2 of the Annex herewith.
- (m) "Terms and Conditions" shall mean the Terms and Conditions applicable to the Facility and shall form part and parcel of the Application Form.

In these Terms and Conditions references to the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender. Where there is more than one Borrower, references to the Borrower shall be read as reference to the Borrowers jointly and severally.

- 1 The grant of this Loan Facility will be at the sole discretion of the Bank.
- 2 Notwithstanding the amount requested by the Borrower in the Application Form, the terms specific to the Facility shall be as detailed in the Annex hereto.
- 3 Notwithstanding the Facility Rate(s) of Interest stipulated in the Annex to the Application Form and **Schedule A (if any) along with other charges agreed upon at the time of obtaining the Loan Facility, the Borrower further acknowledges that interest rates and charges on the Loan Facility are subject to change and fluctuations from time to time with notice to the Borrower. In the event the BORROWER does not/is unable to accept such changes and communicates to the bank to that effect in writing, the loan shall be then, become payable on demand.**
- 4 The Installment shall become due and payable to the Bank on the date and on the terms specified in the Annex hereto. The Borrower further undertakes that if any monies are deposited in the Account such monies will be used to partially or fully settle all Installments in arrears on the Loan Facility. Penal interest is applicable on the overdue installments and interest for the period of overdue at the penal interest rate charged by the Bank from time to time as specified in the Bank's tariff schedule. The tariff schedule shall be published by the Bank on its website and shall also be displayed at all branches.
- 5 Any payments made by the Borrower to the Bank will be applied by the Bank against payments due to the Bank in the following order of precedence:-
  - (a) Other charges
  - (b) Interest
  - (c) Principal of the Loan Facility
- 6 The Bank reserves the right to change the Facility Rate(s) of Interest linked to each Deposit and the repayment period in keeping with any statutory charges being levied from time to time by the Government of Sri Lanka.
- 7 The Borrower shall pay to the Bank such prepayment fees as the Bank may require or impose in respect of any prepayment of a Loan Facility, **as described in the bank tariff schedule which will be displayed in the bank official web site and/or at the branch.**
- 8 The Borrower hereby liens and/or the Borrower shall cause the Deposit Holder/s to lien the Deposit/s (more fully described in item 4 of the Application Form, item 8 of the Annex hereto and the Schedule A of the Application Form if any) held at the Bank and such other Deposit/s that may be made by the Borrower/Deposit Holder/s at the Bank. These Deposit/s will be automatically renewed at maturity during the tenure of this Facility and shall be continuing security for the Facility. The Borrower authorizes and the Borrower shall cause the Deposit Holder/s to authorize the Bank to reinvest the Deposit/s at its maturity and to renew the said Deposit/s for a further period at the discretion of the Bank and to hold the said Deposit/s as security for the Facility till such time as the Facility is repaid in full.
- 9 The Borrower submits and the Borrower shall cause the Deposit Holder/s to submit that the Deposit/s so renewed shall remain assigned and vested with the Bank and shall not be available for withdrawal by the Borrower/Deposit Holder/s or by the Borrower's or Deposit Holder's/s' heirs, administrators, executors or successors and assigns (as the case may be) under any circumstances till such time the Facility is repaid in full.
- 10 The Borrower irrevocably authorizes and the Borrower shall cause the Deposit Holder/s to irrevocably authorize the Bank;
  - (a) to hold the Deposit/s as a continuing security for the Facility.
  - (b) to refuse an application for withdrawal of the Deposit/s in whole or in part notwithstanding the fact that the Deposit/s are for a fixed term and the period may or may not have expired.
  - (c) to appropriate the whole or any part of the Deposit/s in repayment of the Facility notwithstanding that the Deposit/s are for a fixed term and the period may or may not have expired.
  - (d) for the purpose of any such appropriation, to convert the whole or any part of the Deposit/s at the Borrower's/ Deposit Holder's expense into any currency other than that in which the same is or are held by the Bank.
  - (e) to automatically renew the Deposit/s at maturity during the tenure of this Facility

- 11 The Borrower acknowledges and accepts that the relevant Facility Rate(s) of Interest described in column (g) of item 9 of the Annex of the Application Form and the Schedule A (if any) herewith shall be decided by the Bank at its discretion and the Installment shall be revised accordingly.
- 12 The Borrower agrees and undertakes and the Borrower shall cause the Deposit Holder/s to agree and undertake that the Deposit/s will not be determined, affected or prejudiced by the death, bankruptcy, liquidation or insanity of the Borrower or the Deposit Holder/s or by any change in the constitution of any partnership or other change affecting the persons constituting the Borrower or where the Borrower is constituted as a company or corporation by any amalgamation, reorganization, merger, winding up or liquidation involving such company or corporation.
- 13 Where the security include scripless Treasury Bill/s and or Treasury Bond/s, and or Treasury Bill Repurchase Agreements (Treasury Bill Repos) and or Treasury Bond Repurchase Agreements (Treasury Bond Repos) the Borrower undertakes to lien the said Treasury Bill/s and or Treasury Bond/s and or Treasury Bill Repos and or Treasury Bond Repos to the Bank and hereby authorize the Bank to make arrangements to transfer such security to a pledge category under the CDS Account under the client ID in the Central Depository System maintained by the Central Bank of Sri Lanka.
- 14 The Borrower further authorizes the Bank to sell and/or uplift and/or set off at any time and from time to time and at all times all Deposits held including in the form of new issues of Treasury Bills/ Bonds together with all interest charges and costs due from the Borrower.
- 15 In addition to any general lien or other rights or remedies to which the Bank may be entitled to whether by operation of law or otherwise the Bank may at any time and without notice to the Borrower combine amalgamate or appropriate all monies lying to the Borrower's credit with the Bank in its Registered office or any of its branch offices. This unfettered right and irrevocable authority given by the Borrower to the Bank may be exercised by the Bank even to the extent of dishonoring or refusing to pay cheques demands or withdrawals or other documents drawn by the Borrower on the Bank or closing any account in the Borrower's name in any office of the Bank. Further the Borrower undertakes to indemnify the Bank against all claims or demands that may be made on the Bank consequent to such action of the Bank.
- 16 Save and except for the corporate tax payable by the Bank on its income, the Borrower will pay and /or reimburse the Bank of any and all taxes presently levied by the Government or the taxes that shall be levied/reintroduced at a future date payable by it as a consequence of the grant of the Loan Facility.
- 17 All expenses and costs incurred by the Bank on account of or in connection with the said Loan Facility including payments to the Government and /or any Government Authority such as taxes on interest and legal expenses and all commissions and charges or levies charged by the Bank from the Borrower in the ordinary course of Bank's business from time to time is payable by the Borrower as and when incurred.
- 18 In conformity with the normal banking practices, the Bank will review the Facility on an annual basis or upon the renewal of the relevant Deposit as appropriately. Notwithstanding same, the Bank shall have the absolute discretion to renew or cancel the Facility or to vary the Terms and Conditions relating thereto including but not limited to the Facility Rate(s) of Interest, at the sole discretion of the Bank at such renewal or otherwise, **with notice to the borrower.**
- 19 The Facility offered herein is subject to all relevant approvals, directives and regulations that are issued or may be issued from time to time by the Central Bank of Sri Lanka and or any other relevant authority or institution or statutory body.
- 20 The Bank reserves the right to claim settlement of all liabilities of the Borrower to the Bank
- 21 **The bank has the right to modify or cancel the Facility at its discretion, with notice to the borrower.**
- 22 Any statement of account made out of the books, documents and records of the Bank and signed and certified as true by any authorized officer of the Bank shall be binding on the Borrower as regards the amounts outstanding and due to the Bank by the Borrower in respect of the Facility and shall be conclusive evidence thereof.
- 23 No extension waiver or indulgence granted by the Bank or any of its officers shall prejudice the rights of the Bank hereunder.
- 24 The Borrower shall and the Borrower shall cause the Deposit Holder/s to notify the Bank with detailed information relating to any litigation that may arise involving the Borrower or such Deposit Holder which may tend to affect the Borrower's financial capacity and or the security provided for the Facility.
- 25 The monies payable in respect of the Facility together with Facility Rate(s) of interest and other charges thereon shall be recoverable notwithstanding the Prescription Ordinance (sec. 68) and the Borrower shall not plead such Ordinance as a bar to the Bank suing the Borrower for the recovery of the said monies.
- 26 Any claims summons advice or notice relating to the Facility which the Bank may desire to convey to the Borrower shall be deemed to have been duly given in writing by registered post to the address of the Borrower last known to the Bank. Notice of changes in Facility Rate(s) of Interest may also be given by announcement inserted in the local press and/or displayed in the Bank's premises. All notice to the Bank by the Borrower shall be sent by registered post to the Bank at its registered office at No. 40, Nawam Mawatha, Colombo 02.
- 27 No delay or omission of the Bank in exercising or enforcing (whether wholly or in part only) any right or remedy of the Bank shall be construed as a waiver of such right or remedy.
- 28 The Borrower hereby represents that no bankruptcy or liquidation or winding up proceeding (as the case may be ) have been commenced or are intended to commence against the Borrower and that all information furnished in the Application Form is true complete and accurate and that the Borrower has not willfully withheld any material information in completing the Application Form.
- 29 In the event of representations made by the Borrower on the Borrower's behalf to the Bank to obtain the Facility are found to be untrue or inaccurate or the Borrower committing any breach of the Terms and Conditions set out herein including but not being limited to non-payment of any monies due to the Bank on the dates set forth herein or in any other contract/s previously entered in to or hereafter to be entered into with the Bank for the grant of other facilities the Bank shall thereupon be entitled to demand forthwith the payment of this Facility and interest and other charges thereon as shall be outstanding to the Bank.
- 30 Noncompliance with any of the terms of the Facility contained herein shall cause an event of default. In such cases, the Bank reserves the right to cancel and/or withdraw and/or cause the abatement of the aforementioned Facility and liquidate the security in settlement of the outstandings, and/or apply a higher rate of interest than that is applicable at present on the aforementioned Facility with or without notice from the Bank.
- 31 These terms and conditions shall be governed by the laws of Sri Lanka and the appropriate jurisdiction shall be vested in the courts of Sri Lanka. However the Bank shall have the right to pursue the repayment of the Loan Facility in any other country and for such purpose the Bank shall have the right to invoke the jurisdiction of any appropriate court in any other country.

I /We being the Borrower/s do hereby take notice of the above terms and conditions and in confirmation of my/our acceptance of same do hereby place	
my/our hand/s hereunto on	28/01/2026

1. Signature of Applicant		2. Signature of Applicant		3. Signature of Applicant		4. Signature of Applicant	
Witness 1 .	Signature			NIC / Passport No			
Witness 2 .	Signature			NIC / Passport No			
Signature/s Verified		Name of Bank Officer		Signature of Bank Officer			
		EPF		0			

**ANNEX TO TERMS AND CONDITIONS**  
**CASH BACKED LOANS**

		TYPE OF FACILITY	Loan				
1	Purpose		0				
2	Aggregate Loan Amount	#	#####				
3	Loan Facility		Please refer column (d) of item 9 below				
4	Facility Rate of Interest		Please refer column (g) of item 9 below				
5	Tenure in Months		Please refer column (e) of item 9 below				
6	Installment		Please refer column (f) of item 9 below				
7	Date of commencement of repayment						
8	Due date of monthly installment						
9	Security	1. Lien over the Deposits more fully described in Item 4 of this Application Form are given below. For instances where there are over seven (07) Deposits please refer Schedule A.					
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Full Name of Deposit Holder	Deposit Account No	Deposit Amount	Loan Facility	Loan Tenure in Months	Monthly Installment of the Loan	Facility Rate of Interest
1							
2							
3							
4							
5							
6							
7							
		For the instances where there are more than seven security deposits please refer Annexure O1.					
		4					
		5					

I/We confirm that the information given herein is true and complete and that I/we have read, understood and accepted the terms and conditions for Cash Backed Loans under which the Loan Facility/ies is/are granted including the respective Facility Rate of Interest linked to each Deposit/s and the correctness of the security held/ to be held and in confirmation of my / our acceptance of same I/we do hereby place my / our hand/s hereunto on

28/01/2026

1. Signature of Applicant		2. Signature of Applicant		3. Signature of Applicant		4. Signature of Applicant	
Witness 1 .	Signature			NIC / Passport No			
Witness 2 .	Signature			NIC / Passport No			
Signature/s Verified		Name of Bank Officer		Signature of Bank Officer			
		EPF		0			

**FOR OFFICE USE ONLY**

**SCENARIO BASED CHECK LIST**

Type of Lending Proposition / Required documents	Individual borrowing against own deposit	Individual borrowing against Third Party deposit	Individual borrowing against joint deposit where the borrower is a joint deposit account holder	Joint borrowing against joint deposits in joint names	Joint borrowing against individual deposits in the name of one of the joint borrowers
APPLICATION TO BE USED	Personal / Joint				
Duly Completed & signed cash backed application and the duly completed & signed Agreement verified and witnessed	√	√	√	√	√
Duly signed Letter of Set Off for Third Party Deposit	NA	√	√	NA	√
Personal Guarantee from the Third Party Deposit Holder	NA	√ *	√	NA	NA
Joint & Several Guarantee from the Third Party deposit holders where there are more than one Third Party deposit holders.	NA	√ *	NA	NA	NA
TOTAL NUMBER OF PHYSICAL DOCUMENTS	1	3	3	1	2

\* as applicable

Recommended by	Recommended / Approved by	Approved by
Name & Designation	Name & Designation	Name & Designation