KINGDOM OF CAMBODIA



Be your side, by your hand

**Nation Relegion King**

**3**

|  |
| --- |
| **LOAN CONTRACT**  **([TypeOfContract])**  Between  **BANK FOR INVESTMENT AND DEVELOPMENT OF**  **CAMBODIA PLC – [Branch].**  (“**Bank**”)  And  **[ConpanyName]**  (“**Borrower**”)  No.: [ContractNo]  **Date: [Date]** |

**Today [Date]** at the head office/Branch of Bank for Investment and Development of Cambodia Plc, we are:

1. **BANK FOR INVESTMENT AND DEVELOPMENT OF CAMBODIA PLC.,-[Branch]** a public limited company duly registered under the laws of the Kingdom of Cambodia, duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. [**BrNumber**] dated [**BrDate**] and having its registered address at [**BrAddr**] and Contact number: telephone: [**BrPhone**], fax: [**BrFax]**, email: [**BrEmail**] and website [[www.bidc.com.kh](http://www.bidc.com.kh)] and duly represented byits chairperson/director **Mr./Mrs. [BrDirector]**, (hereinafter referred to as the “**BIDC** or **Bank**”);

and

1. **[CompanyName], [TypeOfCompany],** duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. [**ComNumber**] dated [**ComDate**] and having its registered address at [**ComAddr**] and Contact number: telephone: [**ComPhone**], fax: [**ComFax]**, email: [**ComEmail**] and website [**ComWeb**] and duly represented byits chairperson/director **Mr./Mrs. [ComDirector],** (hereinafter referred to as the “**Borrower**”)

The Bank and the Borrower hereinafter are separately and individually referred to as the “**Party**” and collectively as the “**Parties**”.

**RECITAL:**

**WHEREAS:** the Borrower has applied for the loan to the Bank and the Bank has issued a letter of offer granting the Loan to the Borrower on [Date] and the Borrower accepts the same on [Date];

**WHEREAS:** the Parties hereby agree to execute and perform this Loan Contract under the terms and conditions herein.

**Now it is hereby agreed as follows:**

In addition to General Terms and Conditions of Loan Contract applied by the Bank as attached in Annex (A), the Parties agree on the the following key terms and conditions of the Loan:

|  |  |
| --- | --- |
| **ITEMS** | **DESCRIPTIONS** |
| 1. **Approved Loan:** | 1. Type(s)of Loan: [TypeOfContract] 2. Loan Amount :USD **[Amount]** (United States Dollar [Words] Only) 3. Prevailing Interest Rate : **[Interest]% per year** 4. Loan Term : **[Term] months** from the first disbursement of the Loan. 5. Processing Fee : **[Fee]%/amount/year** 6. Purpose(s) : **[Purpose]%/amount + cable** 7. Grace period of repayment:​​​​​​ [Repay] ([RepayWord]) months 8. Repayment :   + Repayment Principle :- Pay every [Principle] month/quarter/semester/year since the date of first disbursement  + Repayment Interest : Pay every month  The detail of repayment schedule will be provided by the Bank to Borrower after loan disbursement. Other conditions related to repayement principle and interest follow Article 7 of Gerneral and condition contract. |
| 1. **Security:** | To secure the Indebtedness under the Loan Contract, the Borrower shall provide or cause to be provided the security below (hereinafter referred to as the “**Security**”):   * 1. Hypothec over immovable property   **Hypothecated Property**: Land including existing and future construction(s) thereon.   |  |  |  | | --- | --- | --- | | **Registered Owners** | **:** | **Mr./Mrs/Company name [OwnerA1]**, Cambodian national, holding a Khmer identity card/ passport/ Business licens No [PassportA1] issued on [IssuedA1] and **Mr./Mrs.** [OwnerB1], national, holding a Khmer identity card/ passport No [PassportB1] issued on [IssuedB1]. | | **Description of Hypothecated Property** | **:** | * Title Deed No [TitleNo1] dated [TitleDate1] A copy of such Title Deed is attached to this Loan Contract; * Location: No [Location1] Street No [Street1] Sangkat [Sangkat1] Khan [Khan1] Phnom Penh/ [Province1] Province, the Kingdom of Cambodia. * Type of property: [TypeOfProperty1] * Type of land: [TypeOfLand1] * Type of Construction: [TypeOfContruction1] | | **Registered Owners** | **:** | **Mr./Mrs/Company name [OwnerA2]**, Cambodian national, holding a Khmer identity card/ passport/ Business licens No [PassportA2] issued on [IssuedA2] and **Mr./Mrs.** [OwnerB2], national, holding a Khmer identity card/ passport No [PassportB2] issued on [IssuedB2]. | | **Description of Hypothecated Property** | **:** | * Title Deed No [TitleNo2] dated [TitleDate2] A copy of such Title Deed is attached to this Loan Contract; * Location: No [Location2] Street No [Street2] Sangkat [Sangkat2] Khan [Khan2] Phnom Penh/ [Province2] Province, the Kingdom of Cambodia. * Type of property: [TypeOfProperty2] * Type of land: [TypeOfLand2] * Type of Construction: [TypeOfContruction2] |  * 1. Personal/Corperate Guaranty:  |  |  |  | | --- | --- | --- | | **Guarantor** | **:** | **Mr./Mrs. [Guarantor1]**, Cambodian national, holding a Khmer identity card/ passport No [Card1] issued on [CardIssued1] and **Mr./Mrs.** **[Guarantor2]**, national, holding a Khmer identity card/ passport No [Card2] issued on [CardIssued2]. | |
| 1. **Special Conditions:** | * 1. The Borrower shall fulfill all Disbursement Conditions and withdraw the Loan within [LoanDraw] ([WordDraw]) months from the signing date of this Loan Contract. Failing which, the Loan shall be deemed cancelled.   2. *[Other conditions imposed by the Bank]* |
| 1. **Event of Default and Default Interest** | * 1. **Event of default**: means the breaches of or failure to perform any obligations by the Borrower and/or the Security Party as defined in Article 15 of General Terms and Condtions of Loan Contract including but not limited to the failure by the Borrower and/or Security Party to pay the due and payable amount to the Bank.   2. In case an Event of Default occurs, the Borrower shall to pay the overdue principal(s), interest on overdue principal(s), default interest and damage as detailed in Article 3, point 3.2 of General Terms and Condtions of Loan Contract and in the below formula :  |  | | --- | | **Amount to be paid by the Borrower = (a) + (b) + (c) + (d)**   1. **Overdue Principal(s)**; 2. **Interest on Overdue Principal(s)**: Overdue Principal(s) x Prevailing Interest Rate x Number of days calculated from the date of Event of Default until the full settlement of such Event of Default ÷ 360; 3. **Default Interest**: Overdue Principal(s) x 50% of Prevailing Interest Rate x Number of days calculated from the date of Event of Default until the full settlement of such Event of Default ÷ 360; 4. **Damages**: Up to 25% x Overdue amount.   In any case, the aggregate amount of default interest and the damages shall not exceed 25% per annum of the due and payable amount by the Borrower. | |
| 1. **Charges and Expenses** | All charges and expenses whatsoever incurred in connection with the preparation completion and enforcement of the Loan Contract and Security Documents including but not limited to any applicable tax and duties, registration fees, all incidental expenses, legal fees, property evalution fee, insurance premium (“**Charges and Expenses**”) shall be borne and paid by Borrower. In the event any of the Charges and Expenses or any part(s) thereof has/have not been settled or paid in full by Borrower, the Bank reserves the right at its sole discretion to pay the same on Borrower’s behalf at any time without any prior notice to Borrower and monies so paid by the Bank on your behalf shall be debited by the Bank from any of Borrower’s account maintained with the Bank including but not limited to Borrower’s Loan Account, savings account, current account, fixed deposits or any other whatsoever account without any prior notice to Borrower.  The main Charges and Expenses are namely:   * 1. Legal fee: USD [LegalFee] *($ 200 per credit contract)*   2. Property evaluation fee : Based on Valuation Company Charged   3. Registration fee : Based on actual expenses   4. Insurance premium : Based on actual expenses |
| 1. **Other fees:** | * 1. Loan restructure fee: 2% (two percent) per annum on outstanding restructured amount.   2. Early settlement fee: 1% (one percent) on early settled amount. |
| 1. **Contact Details** | **Bank**:   * Contact Person : [BankPerson] * Position : [BankPosition] * Phone : [BankContactPhone] * Email : [BankContactEmail]   **Borrower**:   * Contact Person : Mr./Mrs. [BorrowerPerson] * Position : [BorrowerPosition] * Phone : [BorrowerPhone] * Email : [BorrowerEmail] |
| 1. **Language** | This Loan Contract is made in Khmer in [KhContract] ([KhWord]) and in English in [EngContract] ([EngWord]) counterparts and all counterparts taken together shall be deemed to constitute one and the same value. The Bank shall keep [BankKeep] ([BankWord]) counterparts of original Loan Contract in Khmer and English; the Borrower, notary public authenticating this Loan Contract shall keep [BorrKeep] ([BorrWord]) counterpart in each language and [OtherKeep] ([OtherWord]) counterpart of original Loan Contract in Khmer shall be filed at relevant authorities. |

This Loan Contractis made on 05 (Five) pages.

**IN WITNESS WHEREOF** the Parties hereto have duly executed and delivered this Loan Contract before the lawyer.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Bank** |  | **COMPANY STAMP** |  | **borrower** |  | **COMPANY STAMP** |
| **BIDC**  by its authorized representative  **Mr. [NAME]** |  |  |  | **[COMPANY NAME]**  by its authorized representative  **Mr. [NAME]** |  |  |
| **HYPOTHECATOR**  **/MORTGAGOR** |  | **RIGHT THUMBPRINT** |  | **HYPOTHECATOR**  **/MORTGAGOR** |  | **RIGHT THUMBPRINT** |
| **Mr. [NAME]**  **ID Card No.** |  |  |  | **Mrs. [NAME]**  **ID Card No.** |  |  |
|  |  |  |  |  |  |