

Reference No.: RHBIBL/LD2016/SL016

## **LETTER OF OFFER**

For

## **STAFF HOUSING LOAN**

To

**Mr. LEANG KIMHUY**

As Borrower(s)

Date: 13 June 2016

**PHNOM PENH, CAMBODIA.**

## Letter of Offer

### *Private & Confidential*

Date: **13 June 2016**

**Mr. Leang Kimhuy**

**Address:** Phum Vimean Trung, Sangkat Kraing Thnoug,  
Khan Sen Sok, Phnom Penh, Cambodia.

Banking Facility(ies) to **Mr. Leang Kimhuy**, Cambodian National, holding ID Card No. **150709106** dated 20 March 2015 is currently residing at Phum Vimean Trung, Sangkat Kraing Thnoug, Khan Sen Sok, Phnom Penh, Cambodia (**the "Borrowers"**) for the aggregate amount of **USD44,496.00** (USD Forty Four Thousand Four Hundred Ninety Six only).

We thank you for choosing RHB Indochina Bank Limited (the "**Bank**") for your loan requirement. The Bank is pleased to make available to you the following facility on the following terms and conditions and subject to the Bank's Standard Terms and Conditions, as attached hereto, and to the satisfactory completion of loan documentation (the "**Facilities**").

Type of Facility(ies)	Approved Limit(USD)	Tenure/Pricing/Commission
Staff Housing Loan ("SHL")	USD44,496.00 (USD Forty Four Thousand Four Hundred Ninety Six only)	<b>Purpose</b> : To part finance the purchase of a unit of single storey flat house. <b>Interest Rate</b> : Fixed Rate <b>4%p.a</b> on monthly rest. <b>Tenure</b> : <b>20</b> Years <b>Repayment</b> : Interest servicing during progressive disbursement and <b>240</b> monthly instalments of <b>USD270.0</b> each incorporating interest payment and part principal repayment at installments amount to be advised by the Bank with adjustment in the last installment commencing one month after full drawdown of the Facility (ies). <b>Processing Fee</b> : Waived <b>Prepayment Fee</b> : Waived In addition to the prepayment fee on early settlement during the tenure of the credit facilities, a three (3) months written notice is to be given to the Bank for full and/or partial prepayment of loan. In lieu of the notice, three (3) months interest at prevailing rate will be charged on any amount prepaid. The prepayment notice shall apply to all credit facilities within or after the lock-in period.

### Categories

#### **Calculation and Payment of Interest**

Interest on the Facilities (other than the overdraft facility) shall be calculated on a monthly rests basis and capitalised monthly.

*(Effective Cost of Fund "ECOF" subject to changes at the sole discretion of the Bank).*

### Terms/Variations

## Categories

## Terms/Variations

### **Drawdown**

**Staff Housing Loan ("SHL")** of **USD44,496.00** shall be progressive released as per terms and conditions of Sale and Purchase Agreement upon completion of legal documentation, submission of differential sum has been paid by you to developer with the site visit report from Branch assuring the on-going of the project, receipt of formal Sale and Purchase Agreement of not less than **USD49,440.00**, submission of necessary regulatory approval from local authorities and compliance with conditions precedent to the Bank's satisfaction while the remaining balance of **10%** of SPA will be released upon:

- I. Full completion of the financed property.
- II. Completion of ownership transfer and has been charged to the Bank.
- III. Purchasing of fire insurance of the financed property.
- IV. Receipt of Formal Valuation Report from our Bank's panel of valuer with market price of not less than **USD49,440.00** on the subject property.

### **Post Drawdown Condition:**

Hypothec registration of the Tittle Deed under buyer's name is to be dully made within **6 months** from completion and handing over of financed property.

### **Servicing Branch**

RHB Indochina Bank, Toul Kork Branch, No. 18C, D & Aeo, Kim Il Sung Blvd. (St. 289), Sangkat Boeung Kak I, Khan Toul Kork, Phnom Penh, Cambodia. Tel: (855)23 989 600.

### **Default Rate**

In addition to the Prescribed Rate, any default in instalment payment shall be subject to additional interest at the rate of **20%p.a.** calculated on a daily rests basis or such other rate as may be stipulated by the Bank from time to time.

In the event the borrower fails to pay due amount over 90 days when the loan is classified into the Substandard Loan, interest of **24%p.a.** shall be levied on the loan outstanding amount.

Where applicable, a fixed administrative charge may be imposed as well.

### **Fees**

**Waived.**

The Bank reserves the right to debit the Borrowers' account for facilitating the payment of any fees due and payable to the Bank.

### **Account**

The Borrowers are required to execute a standing instruction authorizing the Bank to debit their account of **2-01-0010-00000402-6** towards the payment of the Facilities to service the monthly repayment and/or accrued interest and/or all other monies payable to the Bank upon approval of the Facilities. The Borrowers are requested to visit the Servicing Branch to execute for the standing instruction.

### **Insurance Cover Required**

The Borrowers hereby agree to subscribe for personal accident insurance with sum insured not less than **USD44,496.00** and fire insurance and subsequent renewal for the Hypothecated Property through the Bank's approved insurance company, for such amount(s) and on such terms, including non-cancellation and reinstatement value clauses, stating that the Bank is beneficiary is provided to the Bank and for such duration as the Borrowers may require and the Bank is authorized to deduct the premium from their account without further reference to the Borrowers. The Borrowers shall assign the insurance to the Bank, with the Bank's name thereon endorsed as the loss payee. A copy of the policy and receipts of all premiums paid are to be lodged with the Bank.

*The Bank shall not be liable for allowing the drawdown of the Facility prior to the subscription of the said insurance.*

### **Facility Agreement**

A Facility Agreement for **USD44,496.00** as principal instrument is to be executed duly witnessed by the Bank's Attorney.

## Categories

## Terms/Variations

### **Hypothec Agreement**

Hypothec Agreement duly registered with the Bank as the 1<sup>st</sup> ranking hypothecator over the Title Deed No. **(to be furnished after sub-divided)** which is a parcel of land accommodating with a unit of single storey flat house, located at Phum Vimean Trung, Sangkat Kraing Thnounge, Khan Sen Sok, Phnom Penh, Cambodia (the "Hypothecated Property") to be registered under the name(s) of **Mr. Leang Kimhuy** as owner.

### **Deed of Assignments**

Pending subdivision of master land title, a **Legal Assignment** and a **Power of Attorney** over the Land Selling Agreement and Construction Contract between Land Owner and **Maha Family Properties Co., Ltd.** respectively and Purchaser in favor of the Bank are to be executed.

### **Corporate Guarantee Agreement**

Corporate Guarantee for **USD44,496.00** by **Maha Family Properties Co., Ltd.** having Registration No. Co. 2504KH/2012, located at No. 138, Pasteur Street, Sangkat Boeung Keng Kang I, Khan Chamkarmorn, Phnom Penh, Cambodia. The guarantee will be discharged upon transfer of ownership on the title deed from the registered owner to the Borrower's name.

### **Letter of Undertaking**

Letter of Undertaking from **Maha Family Properties Co., Ltd.** not to charge or encumber the master title without the Bank's expressed consent.

### **Execution of Facilities and Security Documentation**

This letter is conditional upon the preparation, execution and delivery of the Facilities Agreement; Hypothec Agreement and such security documentation as may be required by the Bank (in form and substance acceptable to the Bank), incorporating, among others, the terms and conditions set out herein. All relevant security documentation is to be executed within thirty (30) days from the date of acceptance of this Letter of Offer by you, failing which the Bank shall be entitled at its absolute discretion to extend the time for execution for such period as it deems fit, or to terminate/ cancel this offer and upon such termination or cancellation, the Bank's liability hereunder shall be absolved and you shall have no right to claim against the Bank.

### **Valuation**

The Facilities are conditional upon the receipt by the Bank of a valuation report prepared by a valuation firm acceptable by the Bank and that such report, including the location, surroundings, condition, usage and suitability of the Hypothecated Property is acceptable to the Bank, failing which the Bank shall be entitled at its absolute discretion to reduce the amount of the Facilities.

### **Reimbursement of Charges**

In the event the Facilities are terminated prior to the drawdown, the Borrowers agree to reimburse the Bank for the abortive charges incurred. For the purposes of this Letter of Offer, abortive charges include the valuation fees, legal fees, processing fees, stamp duty and discharge fees related or any other charges incidental to the Facilities.

### **Costs to be borne by the Borrower**

The legal fees, valuation fees and stamp duty, including any penalty thereon or payment of insufficient stamp duty, shall be borne by the Borrower.

### **Termination**

The Bank reserves the right to terminate the Facilities in the event the Borrowers do not utilise the Facilities more than 3 months from the date the Facilities is made available to them.

### **Reliance on Representations**

The Bank's offer of the Facilities herein is made based on:  
(a) the Borrowers' representations, declarations and/or documents provided to the Bank; and  
(b) the condition that subsequent credit and financial checks conducted on the Borrowers by the Bank (to which the Borrowers have consented), reveal satisfactory results.

**Categories****Terms/Variations****Review**

Facilities are subject to review on a periodic basis and upon such review, the Bank may renew, cancel, terminate, suspend, vary the limit of the Facilities, impose renewal fees and/or impose additional conditions as the Bank deems fit.

**Other Terms and Conditions**

By acceptance of this Letter of Offer, the Borrower hereby expressly agree and declare that:

- (a) They are fully aware of the guidelines issued by the Bank in relation to the operation of current accounts;
- (b) they understand that the Bank has the absolute right to close any or all of their current accounts and to recall any overdraft facilities to them once they have breached any of the guidelines and/or due to frequent issuance of dishonoured cheques and/or they have breached any terms and conditions governing the Facilities;

The attached Standard Terms and Conditions shall form an integral part of this Letter of Offer.

In the event of any discrepancy, ambiguity or inconsistency (ies) between the terms of this letter and the attached Standard Terms and Conditions, the terms of this letter of offer shall prevail to the extent of such discrepancy or ambiguity or inconsistency (ies).

This Letter of Offer will be governed by laws of the Kingdom of Cambodia.

Please indicate your acceptance of the above banking arrangement by signing and returning to the Bank the duplicate of the Letter of Offer and the Standard Terms and Conditions, within 14 (fourteen) days from the date hereof, failing which the Bank shall be entitled at its absolute discretion to either treat this offer as having lapsed or extend the time of acceptance for such period as it deems fit.

All documents should be forwarded to Loan Department at RHB Indochina Bank Limited, No.263, Street Ang Doung, Shangkat Wat Phnom, Khan Daun Penh, Phnom Penh, Cambodia. Please contact 023-992-833 if you need clarification on any documentation issue.

The terms of this Letter of Offer may be varied or waived by notice in writing by the Bank and the Bank in its absolute discretion may require you to countersign such written notice.

We thank you for giving the Bank the opportunity to be of service to you.

Yours faithfully,

**For RHB Indochina Bank Limited**

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**Yong Ching San**  
Head, Credit Management

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**Company's Stamp**

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**Seng Sivkim**  
Manager, Credit Administration

I/We, the undersigned, hereby:-

- (a) declare that no member of my/our immediate family is in the employment of RHB Indochina Bank Limited; and
- (b) accept the terms and conditions set out in this letter and in the attached Standard Terms and Conditions; and
- (c) have complied with all other regulatory conditions as may be applicable to the Facilities as imposed by the National Bank of Cambodia.

**Borrower:**



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**Mr. Leang Kimhuy**

**ID No: 150709106**

Date: .....

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