

12 CREDIT AGREEMENT

THIS CREDIT AGREEMENT (hereinafter referred to as the "Agreement") is made on this ____/____/____ at _____

BETWEEN the Food Corporation of Bhutan Limited, having its registered office at _____ (hereinafter referred to as the "Seller")

AND _____ from _____ village, _____ Gewog, under _____ Dzongkhag, _____ Dungkhag, _____ Thram No. _____ House No. _____, bearing the Bhutanese Citizenship Identity Card No. _____, currently residing /working at _____ registered as _____ (hereinafter referred to as the "Buyer")

RECITALS

WHEREAS the Buyer has requested/proposed to buy essential items on credit for the worth of Nu. _____ Ngultrum _____ from the Seller for the purpose of their business.

AND WHEREAS the seller extend credit to the buyer for the worth of Nu. _____ Ngultrum _____ for the said purpose on the terms and conditions contained herewith consideration for mutual benefits.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

For the purpose of this agreement, unless the context requires otherwise, the following terms shall have the following meaning:

Remarks: Must Attach a copy of their CID and provide thumb impression

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"Agreement" means this Credit Agreement.

"Buyer" means the person who is buying something or legal entity to whom or in whose name the seller has extended or granted the credit under the Agreement.

"Seller" means the person or legal entity who sells a thing or property in consideration of money to the buyer.

"Event of Default" Each of the following events shall be considered as an event of default:

- a. If any default shall have occurred in payment of any amounts due under this agreement;
- b. The Buyer, having breached or defaulted in the performance or observance of any of the covenants and obligations contained therein the Agreement.
- c. If any information given by the Buyer to the Seller is found to be misleading/misrepresented/incorrect.
- d. The Buyer becomes insolvent or any insolvency proceedings are instituted against the Buyer, whichever is earlier.
- e. The Buyer failing to comply with the written reminders and notices issued by the Seller.

"Compensatory Damages" means the damages that is chargeable on the credit amount or outstanding amount which includes compensation for the loss or damage cause in the usual of things from such breach under this Agreement.

"Credit Amount" means the amount made available to the buyer by the seller under this agreement.

"Outstanding Amount" means at any given point of time the aggregate of the outstanding credit amount, which is inclusive of compensatory damages, expenses and any other charges applicable.

"Party(s)" means the buyer and the seller under this agreement.

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2. COMPENSATORY DAMAGES

2.1 The Compensatory Damages shall be computed at 15% per annum on days exceeding the entitled credit period.

2.2 The seller shall be entitled to revise the rate of interest on the account in accordance with the directives of the Board of Directors and accordingly revise the amount of Monthly/Quarterly/Yearly for the remaining period.

3. TERM AND REPAYMENT

The buyer shall repay the entire credit outstanding balance within a period of..... Months/days or latest by ____/____/____. The failure on the Buyer to pay the amount due within the stipulated time period shall result in levying of 15% compensatory damages per annum and other charges/cost, if any.

4. GUARANTEE (If applicable)

4.1 The buyer shall provide a new guarantor, if the current/existing guarantor is required to be discharged.

4.2 The guarantor shall have the same liability as that of the buyer for any obligation under this agreement.

5. CREDIT DEFAULT AND REMEDIES

In the event of default, the seller shall have the following remedies against the buyer:

5.1 The right to file a recovery suit before a court of competent jurisdiction against the buyer to recover the entire credit amount outstanding, including compensatory damages, fees and costs.

6. GOVERNING LAW AND JURISDICTION

The relevant laws of the Kingdom of Bhutan shall govern this Agreement. Any dispute arising out of and/or in connection with this agreement shall be submit to the court of competent jurisdiction in Bhutan, for adjudication.

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For the Buyer



Thumb Impression

Name:

.....

Contact No:

For the Seller

Authorized Signature

Name:

.....

Title:

Witness 1:

Name:

CID No:

Contact No:

Witness 2:

Name:

CID No:

Contact No:

Guarantor:

Name:

CID No:

Contact No: Thumb Impression



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