# 中信银行个人贷款合同格式

来源：网络 作者：夜幕降临 更新时间：2024-06-11

*Code No:借款人（以下简称甲方）：Borrower (hereinafter called Party A):身份证件名称及号码：ID name and code No: ID card Number住所：Address of liv...*

Code No:

借款人（以下简称甲方）：Borrower (hereinafter called Party A):

身份证件名称及号码：ID name and code No: ID card Number

住所：Address of living place:

联系电话：Post code: 邮编：Contact number:

贷款人（以下简称乙方）：Lender (hereinafter called Party B):

住所：Address of living place:

联系电话：Post code: 邮编：Contact number:

抵押人：Mortgager:

身份证件名称及号码：ID name and code No: ID card Number

住所：Address of living place:

联系电话：Post code: 邮编：Contact number:

出质人：Pledger:

身份证件名称及号码：ID name and code No: ID card Number

住所：Address of living place:

联系电话：Post code: 邮编：Contact number:

保证人：Guarantor:

身份证件名称及号码：ID name and code No: ID card Number

住所：Address of living place:

联系电话：Post code: 邮编：Contact number:

根据中华人民共和国合同法和担保法的相关规定，甲方、乙方和担保方经过协商，就乙方向甲方贷款事宜达成如下合同条款。

According to the relevant laws and regulations of the Contract Laws and

Guarantee Law of the People’s Republic of China, Party A, Party B and the

relevant Guarantor, after reaching agreement through negotiations on the loan to Party B by Party A, hereby enter into this contract.

　　第一条 借款金额Article 1 Amount of Loan

详见本合同第十四条第一款。

1.1 The amount of loan is referred to Article 14.1 under this contract.

　　第二条 借款用途Article 2 Purpose of Loan

详见本合同第十四条第二款。

2.1 Purpose of loan for this contract is referred to Article 15.2.

　　第三条 借款利率Article 3 Interest of Loan

一、借款利率详见本合同第十四条第三款。

3.1 Interest of loan is referred to Article 14.3. The interest is calculated from the day releasing loan.

二、本合同履行期间，遇中国人民银行贷款利率调整，借款利率按有关规定调整与执行，乙方将在营业场所对贷款利率调整情况进行公告，不再另行书面通知甲方。

3.2 During the term of this loan contract, interest may be changed as prescribed by the People’s Bank of China, Party B is entitled to adjust and implement the interest rate without further notice to Party A.

第四条 借款期限及还款总期数

Article 4 Life of Loan and Total Loan Repayment Terms

一、 借款期限详见本合同第十四条第四款。

4.1 Life of loan and total loan repayment terms are referred to Article 14.4.

　二、实际借款发放日与本合同约定的日期不一致时，以实际借款发放日为准计算借款期限。

4.2 In the event that the actual funds release date is in disagreement with the

date stipulated under this contract, the life of loan shall be calculated based on

the actual day of funds releasing.

　　三、甲、乙双方约定甲方按期还款，确定还款总期数，详见本合同第十四条第四款。

　　第五条 借款发放Article 5 Release of Funds under the Loan

一、乙方发放借款的前提是甲方提供了符合乙方要求的证明材料，履行了乙方要求的申请借款和担保手续，签署了申请借款所需法律文件并经乙方审查同意。

5.1 Party B will release the funds under condition that Party A has provided

evidences complying with requirements of Party B, and has completed the loan applying and guaranteeing procedures, and has signed the legal documents with check and approval of Party B.

　　二、甲方授权乙方在审查同意后，将借款直接划入甲方指定并经乙方认可的账户（账户名称、账号详见第十四条第五款），即为乙方依约履行了向甲方提供借款的义务。

5.2 After funds release is approved, Party A will grant Party B to transfer the

loan into the account designated by Party A and approved by Party B (account

name and account No. are given under Article 14.5).

　　三、本合同项下的借款发放后，甲方就所购商品或服务发生的任何纠纷，均与乙方无关，本合同应正常履行。

5.3 After releasing of the loan, any disputes under the use of funds under this

loan by Party A has no relationship with Party B, and the contract will still be

fulfilled.

　　第六条 借款偿还Article 6 Repayment of the Loan

一、 甲方应根据乙方相关贷款办法规定，在下述四种还款方式中选择一种方式归还借款本息，甲方选择的还款方式详见本合同第十四条第六款：

6.1 Party A, based on relevant regulations of Party B, shall select ways of interest calculation, interest settlement and loan principal repayment under Article 14.6.

　　二、甲方应当于乙方规定的每期还款日（详见第十四条第六款）前，将当期应偿还的借款本息及逾期的罚息、复利等足额存入在乙方开立的还款账户（账户名称及账号见第十四条第六款），并不可撤销地授权乙方于当期还款日直接从该账户划收应收款项。

6.2 The Party A shall pay off the principal, interest and other items in full prior

to the stipulated due repayment day under this contract (details under Article

15.6), by depositing one of any repayment account opened by Party B (account name and account No. are given in Article 14.6), and irrevocably authorizes Party B to draw the funds receivable directly from the account above on the due repayment day.

　　三、甲、乙双方同意遵循先还息后还本的原则，乙方按照“期前逾期本息、罚息和复利—当期利息—本金”的顺序扣划甲方还入款项。甲方违反本合同约定，逾期或未按约定的金额归还借款本息，乙方有权按照人民银行的规定对逾期借款加收罚息。甲方逾期或未按约定的金额偿还借款利息时，乙方有权按人民银行的规定对甲方未支付的利息计收复利。

6.3 In case Party A breaches the contract, failing to repay the funds on due

date or failing to pay funds in full, Party B has the right to charge higher interest

rate on overdue loans as prescribed by the People??s Bank of China(penalty interest rate on overdue loan is stipulated under Article 15.6). In case that Party A fails to use the funds for the agreed purposed under this contract, Party B has the right to charge penalty interest rate on overdue loans as prescribed by the People’s Bank of China (penalty interest rate on misappropriation of loan is stipulated under Article 15.6). For overdue loan or loan of misappropriate use, Party B shall calculate the interest rate based on penalty interest rate from the day of overdue loan or misappropriate use of loan till the principal and interest are paid off. If Party A fails to pay off the interest on due date, Party B shall calculate compound interest based on penalty interest rate.

　　第七条 提前还款Article 7 Repayment in Advance

甲方如欲提前还款，应于拟提前还款日前三十日将提前还款申请书及还款计划以书面形式提交乙方，经乙方审核同意后即为不可撤销。甲方经乙方审核确认甲方未有拖欠借款本息及已还清当期本息后方可提前还款。提前还款日前已计收的利息不作调整。

　　提前还款，乙方有权按提前还款金额的 %计收损失补偿金。

7.1 If Party A is able to pay off the loan ahead of time, it shall submit to Party B the irrevocable loan repayment application and repayment plan. After checking

and confirming that Party A has no delay of loan principal and interest and has

paid off the current interest, Party B will approval the repayment ahead application, then Party A can repay the loan in advance.

The interest repayable before repayment-in-advance day shall not be adjusted.

　　第八条 借款担保Article 8 Guarantee of Loan

本合同项下的担保条款的效力独立于本合同。甲方对借款提供的担保可选择如下方式，详见本合同第十四条第八款。

8.1 The effectiveness of guarantee terms under this contract is independent of

this contract. The guarantee type for the loan is specified in Article 15.8.

　　一、抵押担保Mortgage Guarantee

（一）抵押人自愿将本合同附件一“抵押物清单”所列明的财产（以下简称抵押物）抵押给乙方，作为甲方偿还本合同项下借款的担保。

8.4.1 The mortgager voluntarily mortgages the property in Guaranty List-the

Attachment A of this contract, and agrees to be restricted by this contract.

　（二）本合同抵押物的共有权人同意将本合同项下的抵押物作抵押，并同意受本合同约束

8.4.2 The co-owner of the mortgaged property under this contract agrees to

mortgage the property and be restricted by this contract.

（三）抵押担保范围：Scope of Guarantee

1．本合同项下的借款本金、利息（含复利）、罚息；

8.3.1 The principal of loan, interest (including compound interest), penalty interest under this contract;

　　2．违约金、赔偿金、补偿金；8.3.2 Penalty, compensation, reimbursement;

　　3．为实现债权和抵押权而支付的费用（包括但不限于因违约方产生的律师费、抵押物处置费）。

8.3.3 Expenses arising from realization of liability and guarantee right(including,

but not limited to attorneys\' fees, assessment fee, auction fee, law suit fee,

all-risk fee, travel expense etc.).

　　（四）抵押人必须依照法律规定办理抵押物的登记手续。抵押人向乙方提供该抵押物的所有权证明文件及有关资料，抵押登记证明文件正本交乙方保管。

8.4 The mortgager shall complete the registration of mortgaged property based on laws and regulations. The mortgager shall take on the fees for the mortgaged property. The mortgager shall provide to the Party B the evidence documents and relevant materials of ownership of the guaranty, and the original of Mortgage Registration Certificate shall be kept by Party B.

　　（五）出现下列情形之一，乙方可以行使抵押权：

8.4 Party B can exercise the mortgage right in case one of following situations happens:

　　1．甲方债务履行期限届满，乙方未受清偿或未受完全清偿的；

(1) Party A fails to repay the due loan payable and/or other items payable

based on this contract;

　　2．甲方违反本合同的约定，乙方宣布提前收回借款，乙方未受清偿或未受完全清偿的；

(2) Party breaches the contract, party B claims to take back the loan in advance, and Party B fails to be paid off or not fully paid off;

　　3．抵押人违反本合同的约定，擅自处分抵押物，或实施足以使抵押物价值减少的行为，乙方要求抵押人恢复原状或者提供担保遭拒绝，乙方可以提前行使抵押权。

(3) The mortgager breaches the contract by disposing the guaranty, or implements action enough to decrease the value of guaranty, and Party B is refused of restoring the guaranty to original value or providing guarantee, Party B can exercise the mortgage right in advance.

　　（六）乙方可选择下列方式之一实现抵押权：

Party B can select any one of the following ways to realize the mortgage right:

　　1．与抵押人协议以抵押物折价受偿；

(1) Discount of mortgage in agreement with mortgager;

　　2．拍卖受偿；(2) Auction of guaranty;

　　3．变卖受偿；(3) Sale of mortgage;

　　4．法律允许的其他方式。(4) Other ways allowed by law.

　　（七）抵押人应向乙方提供抵押物的权利证书及其他有效证明文件和相应资料，经乙方确认后，由乙方保管。

The mortgager shall provide to Party B the Ownership certificate and other valid certification documents and relevant materials, after confirmation of Party B, all documentation aforementioned shall be kept by Party B.

　　（八）甲方还清全部贷款本息及其它应付款项，并履行了本合同的全部条款，则抵押关系终止。

Under condition that Party A pays off the total loan principal and interest,

and in fulfillment of all items under this contract, the mortgage relationship

shall terminate.

　　（九）抵押权存续期间，抵押人应将其所知道或应当知道的对抵押权产生或可能产生不利影响的情况及时书面通知乙方。

Within the period of mortgage, the mortgager shall inform the Party B in a

written way all situations he knows or should know that have produced or may

produce adverse impact on the guaranty

　　（十）抵押权存续期间，抵押人对抵押物应当妥善保管；负有维修、保养、保持抵押物完整无损的义务并随时接受乙方的监督与检查。

Within the period of mortgage, the entire guaranty shall be taken good

care of by the mortgager, who as well responsible for repair and maintenance

to make sure that the guaranty is all preserved well, and subject himself to the

supervision and inspection from Party B at any time.

　　（十一）抵押权存续期间，抵押人的行为足以使抵押物价值减少时，乙方有权要求抵押人停止该行为，并要求抵押人在十日内恢复抵押物的价值或者提供与减少价值相当的担保。

Within the period of mortgage, should any decreases happen owing to the action of mortgager, Party B has the right to request the mortgager to stop the action and restore the value or provide guaranty worth the equal value of the decreases within ten(10) days.

　　（十二）抵押权存续期间，抵押人可以将抵押物出借、（在抵押行为成立后）出租；抵押人在从事上述行为前，均需及时通知贷款人，若上述行为影响债权安全，贷款人有权要求抵押人禁止实施上述行为。未经乙方书面同意，甲方不得转让、变更、赠与抵押物。

Within the period of mortgage, without any written approval from Party B,

the mortgager shall have no right to dispose the guaranty (disposing way

includes, but not limited to, transferring, renting, selling, donating the

guaranty).

　　（十三）抵押权存续期间，经乙方同意的抵押物转让所得价款，应提前清偿本合同项下的债务或转为定期存款质押。

8.4.12 Within the period of mortgage, any money got by transferring the guaranty based on the approval of Party B shall be used for paying off the loan ahead of schedule or changed to fixed deposit for guarantee.

　　（十四）抵押人应当按照乙方的要求购买抵押财产等保险并以乙方为优先受偿人，且不得约定任何有损乙方权益的条款。保险期限应长于借款期限，如本合同借款展期，抵押人同意继续办理抵押物延长投保的手续。保险单和续保单正本由乙方保管。如抵押人拒绝办理续保手续，乙方可以代替抵押人直接办理续保手续，续保费用由抵押人承担。

As per the requests of Party B, the mortgager shall give an insurance

upon his guaranty, and Party B should be the insured enjoying right of exclusive and being paid off with priority/ primary beneficiary, and no items against benefits of Party B shall be specified. The insurance term shall be longer than loan term under this contract. If term of loan under this contract is extended, the mortgager shall agree on the renewal insurance for the guaranty. The originals of insurance policy and renewal order shall be kept by Party B. If mortgager refuses extending the insurance term, Party B has the right to deal with insurance term extending instead of mortgager, and the renewal insurance cost shall be taken on by the mortgager. Should any losses caused by refusal of insurance or renewal insurance, or failing to pay for the insurance from mortgager, the mortgager shall take on them.

　　（十五）抵押权存续期间，抵押人不得中断或者撤销上述保险。

Within the period of mortgage, the mortgager shall not discontinue or

cancel the abovementioned insurance.

　　（十六）抵押权存续期间，抵押物发生保险事故，保险赔偿金应当用于提前清偿本合同项下的债务。

Within the period of mortgage, should any accident happens to the guaranty, insurance compensation should be used for paying off the loan under this contract ahead of schedule with priority.

　　（十七）乙方与甲方变更本合同（包括但不限于借款金额、期限、利率、结息方式、还款方式，还款期数、每期还款额），只要不加重抵押人的责任，无须征得抵押人同意，抵押人仍承担担保责任。

When Party B and Party A change the contract (including, but not limited to, amount of loan, term of loan, interest rate, type of interest settlement, type of repayment, period of repayment, repayment amount for each period), the mortgager is no need to be notified if responsibility of mortgager is not increased accordingly, and the mortgager is still bear the responsibility of guarantee.

　　二、质押担保Pledge Guarantee

　　（一）出质人自愿将本合同附件二“质押物清单”所列明的动产/权利（以下简称质物）质押给乙方，作为甲方偿还本合同项下借款的担保。

The pledger voluntarily pledges the movable assets/rights in Pledges List-Attachment B of this contract, and agrees to be restricted by this contract.

　　（二）本合同质物的共有权人同意将本合同项下的质物作质押，并同意受本合同约束。

The co-owner of the pledges under this contract agrees on pledging and be restricted by this contract.

（四）出现下列情形之一，乙方可以行使质权：

Party can exercise the pledge right in case one of following situations

happens:

　　1．甲方债务履行期限届满，乙方未受清偿或未受完全清偿的；

Party A fails to repay the due loan payable and/or other items payable based on this contract;

　　2．乙方根据本合同的约定，提前收回借款，乙方未受清偿或未受完全清偿的；

Party breaches the contract, party B claims to take back the loan in advance, and Party B fails to be paid off or not fully paid off;

　　3．质物价值减少，出质人未按照乙方要求提供担保的，乙方可以提前行使质权。

Should the value of pledges is decreased, and the pledger fails to provide guarantee required by Party B, Party B can exercise the pledge right in advance.

　　（五）乙方可选择下列方式之一实现质权：

Party B can select any one of the following ways to realize the pledge right:

　　1．与出质人协议以质物折价受偿；Discount of pledges in agreement with pledger;

　　2．拍卖受偿；Auction of pledges;

　　3．变卖受偿；Sale of pledges;

4．法律允许的其他方式。Other ways allowed by laws.

　　（六）甲方与乙方变更本合同（包括但不限于借款金额、期限、利率、结息方式、还款方式、还款期数、每期还款额），只要不加重出质人的责任，无须征得出质人同意，出质人仍对本合同项下的债务承担担保责任。

When Party B and Party A change the contract(including, but not limited to, amount of loan, term of loan, interest rate, type of interest settlement, type of repayment, period of repayment, repayment amount for each period), there is no need to ask for approval of the pledger, and the pledger is still bear the responsibility of guarantee.

　　（七）出质人应将质物或质押权利凭证交乙方保管。甲方偿还本合同项下的全部借款本金、利息及费用或出质人代甲方清偿所担保的债权，乙方应将质物及其相关证明文件返还出质人。

The pledger shall provide to Party B the evidence certificates, after confirmation of Party B, and all certificates shall be kept by Party B. When Party A pays off the principal, interest and expenses for the whole loan under this contract, or the pledger pays off the guaranteed security instead of Party A, Party B shall return the pledges and relevant certificates to the pledger.

　　三、保证担保 Guarantee

（一）本合同的保证方式为连带责任保证。

The guarantee form under this contract is joint liability assurance.

　　（二）保证人保证担保的范围：

　　1．本合同项下的借款本金、利息（含复利）、罚息；

　　2．违约金、赔偿金、补偿金；

　　3．为实现债权和质权而支付的费用（包括但不限于因违约方发生的律师费）。

　　（三）保证人保证责任的保证期间自本合同生效之日起，至本合同项下债务履行期限届满之日起两年。

The guarantee period is two years, from the day when the contract becomes effective till the expiring day of liability fulfillment term under this contract.

（四）在借款期内，保证人发生被宣告破产、被依法撤销、解散、资不抵债等丧失担保资格和能力的变故时，保证人应及时通知乙方，甲方应提供新的担保。

Within the term of loan, should the guarantor be declared bankrupt or be

dissolved, or under insolvency to lose qualification of guarantee and ability, the

guarantor should notify Party B in time, and Party should provide a new guarantee.

　　第九条其他权利与义务Article 9 Miscellaneous Rights and Obligations

　　一、甲方保证提供的申请借款文件是真实、有效、合法的，并接受乙方的监督和检查。

9.1 Party A shall ensure the loan application data are complete, true, valid and

legal, and cooperate with Party A to investigate, censor and check the data.

　　二、甲方应定期或随时应乙方要求，向乙方提供真实反映甲方财务状况或收入情况的文件或证明。

9.2 At regular time or any time requested by Party B, Party A should provide

the documents or certificates reflecting truly the financial status or income of

Party A.

　　三、本合同履行期间，甲方单位、住所、联系方式等发生变化，应在变化发生后十日内通知乙方。

9.3 Within period of this contract, should any changes occur in company, address, contact way of Party A, he shall inform Party B within ten (10) days after the changes.

　　四、甲方不得挪用借款。甲方借款不用于购买或退掉本合同约定的商品或服务，应按提前还款与乙方结算，否则，视为改变借款用途挪作他用。

9.4 Party A shall not use the loan funds for other purpose than that prescribed

under this contract. If Party A does not use the loan on the agreed purpose under this contract, he should clear the loan with Party B ahead of schedule, otherwise, Party A shall be treated as misappropriate use of loan.

　　五、本合同履行期间，担保人发生或可能发生影响其担保能力的变化，甲方应当在变化发生的五日内书面通知乙方并应当在十日内提供新的、符合乙方要求的担保或者采取乙方认可的补救措施。

9.5 Within period of this contract, should any changes happens or may happen

to the guarantor that influence his guaranteeing ability, Party A should notify

Party B in written way within five (5) days after the changes and provide a new

guarantee complying with requirement of Party B or take any remedial measures approved by Party B within ten (10) days.

　　六、甲方应当按照乙方的要求投保保险并以乙方为保险的优先受偿人。本合同履行期间，甲方不得中断、撤销保险。

9.6 Party A shall be responsible for handling the attorney service, registry,

insurance, notarization, evaluation etc related to the contract and all expenses.

　　七、本合同项下的按揭律师服务费、保险费、评估费、公证费等费用按照相关规定或由甲乙双方协商承担。

　　第十条 违约责任Article 10 Default Liability

　　一、发生下列情况之一即构成违约：

10.1 Fault liability occurs in case any one of the following situations happens:

（一）甲方改变借款用途；Party A changes the purpose of the loan;

　　（二）甲方违反本合同约定，逾期或未按约定的金额归还借款本息；

Party A breaches the contract, failing to repay the funds on due date or failing to pay funds in full;

　　（三）甲方提供的证明、资料等文件有虚假、非法的情况；

The certificates and materials provided by Party A are fake or illegal;

　　（四）甲方死亡、被宣告死亡、被宣告失踪、丧失民事行为能力后无继承人、受遗赠人、财产代管人、监护人或者其继承人、受遗赠人、财产代管人、监护人拒绝履行本合同；

Party A is deceased, declared disappearance or death, no heirs, donatee, property keeper, guardian after losing the capacity of civil conduct, or his heir, donatee, property keeper, guardian refuses to fulfill this contract;

　　（五）合同履行期间，抵押人擅自处分抵押物，或者抵押人的行为足以使抵押物价值减少，乙方要求恢复原状、提供担保遭拒绝；

Within the period of the contract, in case that the mortgager disposes

the property without approval of Party B, or action of the mortgager can decrease the value of guaranty, Party B is refused of restoring the property or provision of new guarantee.

　　（六）合同履行期间，甲方中断、撤销乙方要求投保的保险；

　　（七）保证人提供虚假财务报告或者拒绝乙方对其财务状况进行监督、检查；

The guarantor provides false financial report or refuses the check and supervision of Party B on his financial status.

　　（八）保证人违反本合同保证条款或丧失担保能力甲方未能提供符合乙方要求的担保；

The guarantor breaches the terms of this contract or loses the ability of

guarantee, and Party A fails to provide the guarantee required by Party B.

　　（九）甲方或担保人其他可能影响归还乙方贷款的行为。

Other actions from Party A or the guarantor that may influence repayment of loan to Party B.

　　二、发生违约情况时，乙方有权采取以下一种或多种措施：

10.2 In the event of default, Party B has the right to take any one or a few

measures below:

　　（一）按中国人民银行的规定计收罚息和复利；

Calculate the penalty interest rate and compound interest as regulations of the People’s Bank of China;

　　（二）要求甲方立即提前偿还部分或全部借款，或以合法程序处分本合同项下的抵、质押物以清偿全部借款和利息，或要求保证人履行保证责任；

Dispose the guaranty under mortgage and/or pledge by law, to pay off

the total loan and relevant interest; Require the guarantor to fulfill the guarantee liability;

　　（三）其他法律允许的措施。Other measures allowed by law.

第十一条 公证Article 11 Notarization

11.1 If any party under this contract makes request of notarization, this contract

shall be notarized by notary organ, and Party A shall be responsible for the

expense.

如任何一方提出对本合同进行公证，则由公证机关进行公证，公证费用由甲方承担。

11.2 If Party B requests the notarial deed of documents for creditor‘s rights with

force of compulsory execution, Party A will agree that Party B could apply to

issue the notarial deed with compulsory force with the notary organ. If Party A

fails to pay off all loan principal, interest and relevant expense on due date,

Party B could take the notarial deed directly to people‘s court w

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