

Client number:91---Loan number:187

**LOAN AGREEMENT**

**Rasel AndCustomers (Pty)Ltd**NCRReg No: NCRCP10063  
[TheLender]

26 Louwstreet CFCBuilding DelareyvilleNorth West 2770  
Telephone:Fax:]Email address:raselasad0@gmail.com

SURNAMEMr./MrsM

FIRSTNAME[S]

[TheBorrower]

IDNUMBERIDNUMBER:

TELNoTELNo:

E-mail address:

**ADDRESS:**TheBorrowerminimates thefollowing address forpurposes ofmail ofany nature,including legal notices and court orders,to besetO SN4V

Iftheaboveaddress oftheBorrowerchanges,then the Borrower must notify theLenderofthenewaddress in writing by hand orregistered mail to theaddress oftheLenderwithin 10 business days fromchange.1.CONDITIONSOFLOAN

1.1 Loan Amount	1.2 Number of instalments	1.3 Instalment Amount
1.4 Instalments Payable	1.5 Date First Instalment Payable	1.6 Date Last Instalment Payable
<b>2.COSTELEMENSOFLOAN</b>		
2.1 Amount of Interest Charged		R
2.2 Initiation Fee		R
2.3 Total Monthly Service Fee		R
2.4 Value Added Tax on Initiation Fee and Total Monthly Service Fee		R
RANDVALUE OF TOTAL CHARGE OF CREDIT 2.1 to 2.4		R
Interest Rate of Small Loan		
3.TOTAL AMOUNT REPAYABLE 1+2+5		R

4. Early Settlement: The Borrower may settle this agreement at any time in terms of section 125 of the National Credit Act, 34 of 2005 [Hereafter referred to as "the Act"] by paying the unpaid balance of the loan amount and unpaid interest charges and all other fees and charges up to the date of Settlement.

5. Proposed Loan Agreement: This document serves as proposed loan agreement and quotation and the Borrower has the right to delay signing this agreement by 5 days, to consider the proposed loan agreement and if the Borrower elects to enter into this agreement with the Lender, the agreement should be concluded at or below the interest rate and costs initially quoted. The Borrower has the right to enter into this loan agreement at any stage prior to the lapse of the five (5) business day period.

6. Interest Rate: The interest rates for small and unsecured micro-loans are calculated in arrears on the outstanding capital at a fixed rate as per Table A of Regulation 42 of the Act. A change to the interest rate of small micro-loans should a change of interest rate occurs as contemplated above that effect this agreement, the Borrower will be given (5) business days written notice of such change before the change is implemented.

7. Settlement of Loan: The Borrower is hereby notified and agrees that this loan will be settled by making charges against the bank account specified hereunder in terms of section 124(2) of the Act. The details of the charges are set out in the conditions of this loan which is part of this agreement:

Name of Bank Account: Bank C  
Account Number: Branch Code:

Deduction Amount: As per clause 1.3 of this agreement. Date(s) of Deductions: On or after the dates specified in clauses 1.5 & 1.6 of this agreement.

8. Penalty Clause: In the event of default for whatever reason penalty interest and penalty service fees on repayments in arrears will be charged at the same interest rate and service fees as set forth in this agreement. All attorney's or registered debt collectors' costs will also be recovered from the Borrower on the attorney and client scale on the official tariffs applicable to registered debt collectors, as the case may be.

9. Lender's right to terminate agreement: The Lender reserves the right in terms of section 123 of the Act to terminate this agreement with the Borrower if the Borrower defaults with any of the agreed repayments in terms of this agreement and proceed with legal proceedings in terms of section 129(1)(b) and section 130(1) of the Act which may result in a Court of Law enforcing the repayment of the Borrower's outstanding obligations in terms of this agreement and the court judgement recorded by credit bureau available to other credit providers.

10. Document provided and available: A copy of this signed Loan agreement is provided to the Borrower free of charge. A copy of the Act and Regulations is available to the Borrower to peruse the sections of the Act stated in this agreement and others on the premises of the Lender.

11. Conditions, Rights and Obligations: The Borrower and Lender agree that their rights and obligations under this agreement are limited to the conditions and clauses of this agreement as well as the conditions and requirements set in the Act.

12. Account Statements: The Lender will provide an account statement free of charge to the Borrower at the end of every third month during the term of a loan agreement. Account statements during intermediate months will be provided on request at a cost of R3.50 per page.

13. Administration Order: The Borrower declares that he/she is presently not under administration, has no intention of being placed under administration and agrees that he/she will not attempt to be placed under administration prior to discussing his/her financial situation with the Lender. The Borrower consents that in the event of being placed under administration on *adate after the approval* of this loan, that *all* payments still due to the Lender after granting of the administration order ["Future Payments"] shall fall within the ambit Section 74A(2)(e)(ii) of the Magistrates Court Act and therefore excluded in terms of Section 74C(2) of the said Act and the Lender shall therefore be entitled to recover all moneys still outstanding of this loan by means of legal action.

14. Debt review/re-arrangement: The Borrower declares that at the signing of this agreement he/she has not applied for debt review to a debt councillor in terms of section 86(1) of the Act or a competent court in terms of section 86(9) of the Act; and/or is not under debt re-arrangement in terms of section 86(8)(a) or section 87(1)(b)(ii) of the Act.

15. Dispute Resolution: The Borrower agrees that in the event of any dispute or uncertainty he/she will discuss the matter with the Lender as a first step to resolve the issue. If the matter is not resolved to his/hersatisfaction, the Borrower will submit his/her issue in writing to the Lender and if the dispute is not resolved thereafter to be at liberty to take up the matter with the National Credit Regulatory at toll share number 0860 627 627.

**CONDITIONS ACCEPTED BY BORROWER**

Signed at Rasel And Customers on

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BORROWER

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WITNESS

**CONDITIONS ACCEPTED BY LENDER**

Signed at Rasel And Customer on

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LENDER

WITNESS

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