

KINGSIZE REGULATED NWDT SACCO LIMITED

CS 2671/77

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P.O. Box 18034-00500, NAIROBI

Date Received:..../20....... Application/Batch No:......

KARIBU LOAN APPLICATION AND CONTRACT FORM

This Loan Application & Contract Form, accompanied by the Annexures where necessary, serves as the comprehensive Loan Agreement between the Loan applicant and KINGSIZE REGULATED NWDT SACCO LTD (the SACCO). This agreement encompasses all the necessary details and obligations for both parties involved. You are advised to read the Terms and Conditions detailed in page No. 4 of this form.

It is important to note that for transparency and accountability, any changes or alterations to this agreement once the loan has been granted, must be documented in writing and confirmed by the signatures of all parties involved, including the guarantors.

CONSENT TO USE AND RETAIN INFORMATION AS PER REQUIREMENTS OF DATA PROTECTION ACT

KINGSIZE REGULATED NWDT SACCO LTD (the SACCO), requires various information regarding the loan applicant. These information is crucial for our officers to properly assess the loan application and make an appropriate decision. By submitting this application and contract form to the SACCO for processing, you, as the applicant, grant your unconditional consent to the SACCO to utilize the information for the aforementioned purpose and further, retain this information for an appropriate period of time to ensure proper business conduct and maintenance of records between you and the SACCO.

PART 1: APPLICANT'S PARTICULARS – Attach a copy of ID (Please fill in appropriately)

| | • | | | |
|-----------|--------------------------------|---------------------------------------|----------------------|-----------------------|
| 1.2 | Date of Birth/ | ID NO: | PASSPORT NO: | |
| 1.3 | Employment No: | Member No: | SAP No | o |
| 1.4 | Home Address: | County | Public Insti | tution |
| | nearest | Full time Occupation if n | ot employed | |
| 1.5 | Employer: | Work Station | | |
| | Postal address: P.O. Box | Postal Code | City/Town | |
| 1.6 | Terms of Service: Permanent | :/Temporary/Contract/Others (specify) | | |
| 1.7 | Position in Employment | Positior | in the SACCO | |
| 1.8 | KRA PIN: | E-mail: | | |
| <u>PA</u> | ART 2: LOAN PARTICU | LARS/LOAN TYPE (Tick the ap | propriate box) | |
| 2.1 | I | hereby app | ly for a loan of Ksh | (amount ir |
| | words) | t | o be repaid for | months(max 18 months) |
| | with monthly instalments of Ks | sh(inclusive of interest) s | tarting from | at 10.06% p.a |
| 2.2 | Purpose of the Loan (1) | (2) | (3) | |



PART 3: GUARANTORSHIP

"In consideration of the SACCO granting the above loan or any lesser amount that may be approved, I/we the undersigned hereby accept jointly and severally the liability and responsibility for its repayment in full including the interest accrued in the event of the borrower's default. I/We understand that the amount in default may be recovered by an offset against my/our Deposits in the SACCO or by attachment of our property or salary and that I/We shall not be eligible for loans unless the amount in default has been cleared in full".

| S/NO | M/NO. | SAP/NO. | NAME OF GUARANTOR | DEPOSITS PLEDGED | MOBILE NO. | SIGNATURE |
|------|-------|---------|-------------------|---------------------|------------|-----------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |

PART 4: PERSONAL COMMITMENTS AND DECLARATION

| 4.1 | I further pledge the following as Security for this loan I have applied and grant the SACCO without any reservation, irrevocable rights to dispose, realize, attach or foreclose in case of my default in repayment as per this contract. (Tick as appropriate) | | | | | | | | |
|---------------|---|--------|--------------|-----------|--------------------------------|------|-------------------------------|--|--|
| [a] S | alary | | [b] Deposits | | [c] Other Savings in the SACCO | | [d] Benefits with my employer | | |
| [e] I | n / tangible | Assets | | [f] Any O | ther (i) | (ii) | | | |

Note: For any asset to be used as a Security the Applicant shall fill other documents related to the identification, valuation and/or charging of the same.

- 4.2 [a] I hereby declare that the foregoing particulars are true to the best of my knowledge and belief, and agree to abide by the By-laws of the SACCO, conditions, and terms of loan policy and variations by the Technical/Credit Committee/Board. I also consent to be referenced upon this application in the Credit Reference Bureau (CRB) and be listed in the same in case of 1 default in repayment. I release the SACCO and its officers, employees and agents from any claims, actions or proceedings of whatsoever nature and howsoever arising, suffered or incurred in connection with CRB sending/ delivering/emailing my credit report to any addresses as guided by CRB regulations.
 - [b] I further declare that I have read and understood Terms and Conditions of this loan application.
 - [c] Without any reservation whatsoever, I authorize the SACCO to effect the recovery of this loan from my Salary and/or Bank account and/or attach my property in case of default.
 - [d] My current and future employers are authorized to deduct and directly remit, from my salary or wages, the amount indicated herein or as may be advised by the Society as the monthly repayment amount until payment in full. These instructions shall remain irrevocable until the loan amount herein has been fully repaid together with interest thereon as shall arise from time to time as advised by the Society.
 - [e] In the event that I become not salaried after entering this agreement or I have opted to service the loan through other means other than by the way of check off by the employer, I undertake to pay the amount or give standing order and maintain such as the society may consider adequate and to review it from time to time as may be advised by the society. I shall also instruct my bank for an irrevocable standing order for the monthly repayment amount indicated herein, or as advised by the society, in favor of the Society, and I shall not revoke the said standing orders while the amount herein remains unpaid.
 - [f] In the event that my current employment is for whatever reason is terminated while the loan herein is not fully repaid, I shall immediately and not later than 14 days notify the society, and in the event that I have taken up new employment to immediately notify the Society of the details of the new employment.
 - [g] In the event that I should, for whatever reason, leave the service of my present employer, I authorize the employer to remit to the Sacco any sum of money due to me from the said employer to settle such balance remaining unpaid on account of the loan amount herein.
 - [h] I understand that I am obliged to repay the loan amount and the interest as stipulated in this agreement or as maybe advised by the Society from time to time. In the event that I default in servicing the loan or in any manner breach the loan conditions, the Society reserves the right to recover the amount due under this agreement by settling off against my deposits or other monies held in my account(s) with the Society or any of its affiliates, or employ any other legal means to recover the outstanding amounts including attaching my properties.
 - [d] I authorize to be paid via 1[Cheque] 2[RTGS/EFT] 3[Mobile Banking] (tick as appropriate)
- 4.3 I authorize my employer to pay my final dues through KINGSIZE SACCO bank account in case I exit employment and has an outstanding loan facility with the SACCO.
- 4.4 It is hereby mutually agreed and declared that the following terms and conditions shall in addition to the foregoing declarations in part 4.2 and 4.3 apply to this agreement.
 - The loan amount in this agreement shall be available to my account on completion to the satisfaction of the Society of all formalities appertaining to the security of the loan.
 - b) I shall pay interest on the loan amount outstanding at the prevailing rates or at such other rate the Society in its sole discretion determine and shall pay such interest in arrears.
 - c) The Society reserves the right to determine, change the rate of interest and or the basis in which it is calculated. The loan repayment frequency shall be once a month, or as may be advised by the society from time to time.
 - d) Fees and charges to cover administrative cost shall be paid by myself. Such fees and charges will be in accordance with prevailing Society tariffs.



| Bank | Name: | Branch | A/c No | | | Tel No | |
|---------------------|--|------------------------------|-------------------------------|------|----------------|----------------------|--------------------------|
| Name | 2: | | Signature: | | | Date:/ | /20 |
| 4.5 l | in the presence of (Witness): Name | | M No |) | SAP 1 | No: | |
| Signa | ture: | ID No: | Date: | | | Tel No: | |
| DAI | DT F. FOR OFFICIAL LICE | - | | | | | |
| | <u>RT 5: FOR OFFICIAL USI</u> (A) <u>LOAN APPRAISAL</u> | <u> </u> | | | | | |
| , | A) LORIVAL TRAISAL | | | | | | |
| | ITEMS | Current Deductions Ksh | Outstanding Balance Ksh | | Totals Ksh | | |
| 1 | Deposits | KSII | KSII | X 3 | KSII | | |
| | | | l | | | | |
| | Loans | | | _ | | | |
| 2 | Emergency | | | | | | |
| 3 | School Fees | | | | | | |
| 4 | Normal/Premium/S. Normal | | | | | | |
| 5 | Others | | | | | | <u> </u> |
| 6 | Total Loans (2+3+4+) | | | _ | (|) | <u> </u> |
| 7 | Amount possible as new loan | | | | | | <u> </u> |
| 8 | 1/3 of Basic pay | | | | | | |
| 9 | Less: Total deduction | | | | (|) | |
| 10 | Less: 1/3 of Basic pay | | | | (|) | |
| 12 | Amount available to service loan | | | | | | |
| 13. To | tal Guarantorship Ksh | Adequate | | Inac | lequate | | |
| Recor | nmended Loan Amount as per above ap | praisal is Ksh | recoverable in. | mo | onths at a rat | te of Ksh | per month. |
| Appraised by (Name) | | Position | Signature: | | | Date: | |
| (| (B) COMMITMENT BY EMPLOY | ′FR | | | | | |
| I certi | fy that when this loan of Ksh ortably in his/her salary every month. Th | is grant | | | | | e loan will BE/NOT BE me |
| Name: Signa | | Signature: | Date: | | | Stamp: | |
| (| (C) LOAN APPROVAL/DEFERRE | D/REJECTED | | | | | |
| Loan | is hereby, ([1] Approved by [2] Deferre | | e decision) | | | by the STAFF CREDIT. | TECHNICAL COMMITEE |
| | tification by CREDIT COMMITTEE: (Name) | Position | Signatu | re: | | Date: | |
| (| (Name) | Position | Signatu | re: | | Date: | |
| (| (Name) | Position | Signatu | re: | | Date: | |
| If De | ferred or Rejected please writ | e the reasons belov | w; | | | | |



PART 6: TERMS AND CONDITIONS FOR LOANS

(A) SPECIFIC TERMS AND CONDITIONS

- 1) Maximum repayment period is 18 months.
- 2) Interest rate is 10.06% p.a. on a reducing balance basis.
- 3) Maximum loan amount Ksh. 100,000 being three times multiplier of Deposits.
- 4) Maximum of four guarantors must sign this loan contract form.
- 5) Minimum monthly deposit contributions Ksh. 2,500, Welfare fund Ksh. 200 and Share capital Ksh. 500.
- 6) Ksh.300 fixed processing fee.
- 7) Ksh.5000 will be deducted upfront to form the members initial share capital. A third of the loan is recovered up-front to form initial member's deposit.
- 8) Attach a letter from employer confirming your current status of employment.

(B) GENERA TERMS AND CONDITIONS

- 1) Loan application must be made on **the official loan form** fully completed and appropriately signed by both the applicant, witness and the guarantors in their own handwriting.
- 2) The applicant is required to **attach original pay slip** (not more than one month old to the date of application) and a letter confirming employment status from the employer.
- 3) Loans are granted in accordance with the loan policy and lending conditions existing at the time of application.
- 4) A member whose Deposits contributions or loan repayments have fallen off the payroll or standing order failed and is in need of a new loan will be required **to update his/her Deposits and loan repayment account** by repaying in cash or authorize an offset from the new loan of an equivalent amount of the arrears.
- 5) **Guarantors** must be members of the SACCO who shall not guarantee more than eighteen other loans subject to other Terms and conditions governing guarantorship.
- 6) The prevailing **interest rates at time of application** shall apply. The interest rates shall however be reviewed by the Board of Directors from time to time and the same communicated to members as guided by Non-Deposit Taking SACCO Societies regulations of 2020.
- 7) Member who is self-guaranteeing his/her loan will be granted in aggregate loans of up to 95% of his/her Deposits.
- 8) The loan amount applied for and any existing loan by the applicant shall be fully covered by the applicant's Deposits plus guarantors Deposits and any other pledged asset.
- 9) Minimum share contribution for a member with loans shall be determined by the Deposits contributions banding on the amount approved.
- 10) A member who has been dormant shall not be considered for any loan.
- 11) Minimum Deposit contribution for members without loans is Ksh. 2,500.00 per month and/or subject to policy in force.
- 12) This shall **be appraised** based on three (3) times of Applicant's Deposits and ability to repay. The applicant must always remain with at least one third (1/3) of salary as NET PAY after all deductions have been made.
- (3) All Loans shall be paid to Loan applicant via cheque or EFT/RTGS or mobile banking option. The Applicant must indicate his/her preferred mode of payment and the relevant details.
- 14) If a member decides to cancel his/her loan after the process has been finalized, a fee of 2% of the amount applied for shall be charged.
- 15) No **alteration** whatsoever will be allowed on the loan application and contract form.
- 16) For recovery of the loan and interest thereto away from salary, the applicant must present evidence to the SACCO of IRREVOCABLE STANDING ORDER or DIRECT DEBIT INSTRUCTIONS from her/his bank.
- 17) The SACCO reserves the right to involve the services of registered debt collectors and auctioneers to recover any amount arising from default.
- 18) Loan Applications exceeding the 10% of the SACCO's Core Capital value shall be further approved by the regulator (SASRA).
- 19) The SACCO may accept collaterals from loan applicants. The loan applicant shall bear all the costs pertaining to the collateral being acceptable and charged.
- 20) The Board reserves the right to review, amend, delete and/or introduce (new) clause these Terms and Conditions.
- 21) A member will not hold total loan aggregate exceeding 4 times of his Non-Withdrawable Deposits.

Save Regularly and Borrow Wisely

North Airport Road, Nairobi Bottlers Limited Premises





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