

Loan Account No. _____

**NOTE OF CONTRACT
MONEYLENDERS ACT 2008**

IMPORTANT INFORMATION FOR BORROWER AND SURETY OR THEIR AGENTS

- (1) Do **NOT** sign or accept this Note of Contract if:
 - (A) Any part of it is not properly filled in;
 - (B) The moneylender (or his agent) has not explained the terms of the Note of Contract to you in a language that you understand.

- (2) For a loan granted to an individual, the moneylender cannot charge:
 - (A) An upfront administrative fee of more than 10% of the loan principal;
 - (B) Interest of more than 4% per month;
 - (C) Late interest of more than 4% per month; and
 - (D) Total borrowing cost of more than 100% of the loan principal.

- (3) Except for a revolving credit loan, secured loan, or business loan, the repayment of the loan is to be made in equal instalments and at equal intervals of time. The interest to be charged on the loan is to be calculated on a reducing balance basis.

- (4) The borrower is advised to repay the principal and interest due to the moneylender promptly on such date as agreed upon between the borrower and the moneylender to avoid having to incur late interest and late fees.

- (5) After signing, you should receive a copy of the duly completed Note of Contract and the loan repayment schedule (if the loan is a term loan).

- (6) You should receive a receipt for every repayment paid (whether in cash or otherwise) to the moneylender.

- (7) So long as your loan is subsisting, you should also receive a statement of account showing the various charges imposed, a list of payments made and the outstanding amount of your loan on every half year by 21 July or 21 January.

I. To be completed by moneylender

Name of moneylender: _____

Address: _____

Licence number: _____

Name of borrower: _____

Personal identification number or incorporation or registration number (whichever is applicable):

Name of surety(ies): _____

Personal identification number
or incorporation or registration number
(whichever is applicable): _____

Particulars of loan

(a) Date of loan (dd/mm/yyyy): _____

(b) Loan account no.: _____

(c) Mode of loan disbursement: _____

Cash

Interbank transfer: _____ (Transaction Ref. No.)

Cheque: _____ (Cheque No. & Bank)

(d) Principal \$ _____

(e) Nominal interest rate per month _____ %

(f) Nominal rate of late interest (per month) _____ %

(g) Details of security (if any)

Schedule of Repayment

Date due	Instalment amount	Principal	Interest
	<i>Instalment 1</i>		
	<i>Instalment 2</i>		
	<i>Instalment 3</i>		
Total			

II. To be completed by borrower(s)

I/We*, the borrower(s), desire to borrow from the moneylender the sum of \$ _____ (called "the principal") and promise to repay to the moneylender the principal with interest at the nominal interest rate of ___ percent per month from the date of the loan until the principal and interest are fully repaid. We further agree that our liability to repay the principal with interest shall be:

*on a joint and several basis / apportioned according to the following individual percentage shares (which add up to 100%):**

Borrower 1: _____ (Name)
 _____ %

Borrower 2: _____ (Name)
 _____ %

I/We*, the borrower(s) acknowledge receiving the principal of \$ _____, from the moneylender/moneylender's agent*.

If the borrower or his agent does not understand English:

I/We* acknowledge that the moneylender/moneylender's agent* has explained to me/us* the terms of this Note of Contract, including the "Important Information" and schedule of repayment, and the acknowledgments above, in _____ (a language/dialect) which I/we* understand.

Signature of borrower(s)/
 Borrower's agent*

Signature of moneylender/
 Moneylender's agent*

Date: _____	Date: _____
III. To be completed by surety(ies)	
<p>I/We*, the surety(ies), acknowledge that the moneylender has agreed to grant to the borrower a loan of \$ _____ (called "the principal") in accordance with the terms and conditions of this Note of Contract. I/We* jointly and severally agree that, if default is made by the borrower in repayment of the principal or in payment of the interest or permitted fees (including any part of such principal, interest or fees), I/we* shall pay to the moneylender such principal, interest and fees as remains unpaid.</p> <p><i>If the Surety(ies) or his or their agent(s) does not or do not understand English:</i></p> <p>I/We* further acknowledge that the moneylender/moneylender's agent* has explained to me/us* the terms of this Note of Contract, including the "Important Information", in _____ (a language/dialect) which I/we* understand.</p>	
Signature of surety(ies)/agent(s) of surety(ies)* _____ Date: _____	Signature of moneylender/ Moneylender's agent* _____ Date: _____
IV. To be completed by borrower(s) and surety(ies)	
<p>We, the borrower(s) and surety(ies), further acknowledge that we received a copy of this Note of Contract, including the schedule of repayment, after it had been signed by us/our agent(s)* and by the moneylender/moneylender's agent*, and before/at the time* the principal was disbursed to the borrower or his agent.</p> <p><i>If the borrower(s) or surety(ies) or his/their agents does not or do not understand English:</i></p> <p>I/We* further acknowledge that the moneylender/moneylender's agent* has explained to me/us* this acknowledgment of receipt of the Note of Contract in _____ (a language/dialect) which I/we* understand.</p>	
Signature of borrower/borrower's agent* _____ Date: _____	Signature of surety(ies)/agent of surety(ies)* _____ Date: _____