

LAINISHA SACCO SOCIETY LIMITED.

P.O. BOX 272-10303

WANG'URU

TEL: 0705-492352



Email: info@lainishasacco.co.ke

Website: www.lainishasacco.co.ke

Farmer(s) Loan Application and Agreement Form

FOR OFFICIAL USE ONLY

Account Name	
Account Number	
Product Type	
Product Code	

A. APPLICANT PERSONAL INFORMATION.

Applicant Name
Id.No./Passport..... Mobile No.....
KRA Pin.....Farmer NumberMember No.
Section..... UnitPost Address
Village Email Address.....

B. LOAN APPLICATION.

I Mr/Mrs/Misshereby apply for a loan of
Ksh.....(in words)
.....on (Date).....

C. PURPOSE FOR WHICH THE LOAN IS APPLIED.

.....

D. SECURITY WHICH I OFFER FOR THE LOAN.

- 1. Non-withdrawable deposits. 2. Guarantors deposits/Savings. 3. Rice proceeds/payout
 - 4. Rice paddy in my holding. 5. My paddy field holding No..... 6. Guarantor’s paddy proceeds.
 - 7. Others (Specify).....
- NB: In case of default in repayment the society shall be at liberty to realize either of the security or all.

E. GUARANTORS.

We the undersigned agree to be jointly and severally responsible for repaying the total amount due to the society by the borrower if he/she fails to pay within the time the loan becomes payable. We confirm that the meaning of this loan agreement and this guarantee has been explained to us in(Language) and that we have understood it.

1. Name..... Fno.....Mno.....

Id.No.....Mobile No.....Loan balance.....Total Nwd

guaranteed amount previous payoutSign.....Thumbprint.....

2. Name..... Fno.....Mno.....

Id.No.....Mobile No.....Loan balance.....Total Nwd

guaranteed amount previous payoutSign.....Thumbprint

3. Name..... Fno.....Mno.....

Id.No.....Mobile No.....Loan balance.....Total Nwd

guaranteed amount previous payout SignThumbprint

4. Name..... Fno.....Mno.....

Id.No.....Mobile No.....Loan balance.....Total Nwd.....

guaranteed amount previous payout SignThumbprint

5. Name..... Fno.....Mno.....

Id.No.....Mobile No.....Loan balance.....Total Nwd

guaranteed amount previous payout SignThumbprint

6. Name..... Fno.....Mno.....

Id.No.....Mobile No.....Loan balance.....Total Nwd.....

guaranteed amount previous payout SignThumbprint

7. Name..... Fno.....Mno.....

Id.No.....Mobile No.....Loan balance.....Total Nwd.....

guaranteed amount previous payout Sign Thumbprint

F. TERMS OF THE LOAN.

- 1. Terms of repayment (tick where appropriate). A) By-payout. B) By Cash.
- 2. Present rate of interest
- 3. Commencement Date Final Due Date.....
- 4. Loan period
- 5. Mode of repayment
- 6. Insurance fee - 1% on Principal Loan for the first year.
- 1% p.a on expected amortized loan balance to loan granted for more than 1 year.
- 7. Loan processing charge on Principal Loan (tick where appropriate) A) 1% [] B) 2% [] C) 3% []

N.B The lender reserves the right to revise the terms of the loan without reference to the borrower.

G. GENERAL CONDITIONS FOR THE LOAN.

- 1. The borrower agrees to pay LAINISHA SACCO SOCIETY LIMITED. The whole principal amount, interest and other incidental charges in accordance with the agreement.
- 2. The borrower pledges to continue delivery of his/her produce to MRGM until the loan is fully paid.
- 3. The borrower agrees that any net dues from MRGM shall be deducted to settle his/her outstanding loan, interest and other incidental charges.
- 4. The borrower pledges not to dispose off any property (ies) this loan has been secured in until this loan is fully repaid. By-Law 72.

5. All other stated rules by the minister for Cooperative Development and Marketing, the society by-laws, the loans policy and the stipulations of the Sacco Societies Act. No.14 of 2008 in connection with lending are considered as part of this agreement.

H. CERTIFICATE OF UNDERSTANDING.

I _____ (name of borrower) ID No. _____ of P.O. BOX _____ being the borrower herein and having acknowledged the full receipt of the amount borrowed under this loan agreement do hereby certify that I have read and understood the contents, meaning, purpose and all the terms and conditions under this loan agreement binding upon me and that I have signed the same voluntarily upon understanding the same.

Borrower's Signature and Thumbprint.

I. FOR OFFICIAL USE ONLY.

Capital Shares (Kshs) Non-withdrawable Deposits (Kshs)
 Outstanding Loan (Kshs) MRGM (Kshs) Total (Kshs)
 Member savings balance (02) (07)
 Payout (.....) Ksh.
 Estimated payout (Kshs) CRB Status
 Has the applicant guaranteed a defaulter (Yes/No).....

SIGNATURE ON BEHALF OF THE SOCIETY.

I certify that the meaning of this agreement guarantee, and overleaf general conditions have been explained in (Language) by me to the borrower and the guarantors and they have understood it and signed.

SOCIETY STAMP

Name

Sign

DesignationDate.....

STAFF CREDIT COMMITTEE APPROVAL.

Loan approved (Kshs)..... Loan Rejected (Kshs).....

1. Name.....Designation.....Sign.....
 Date.....
2. Name.....Designation.....Sign.....
 Date.....
3. Name.....Designation.....Sign.....
 Date.....
4. Name.....Designation.....Sign.....
 Date.....

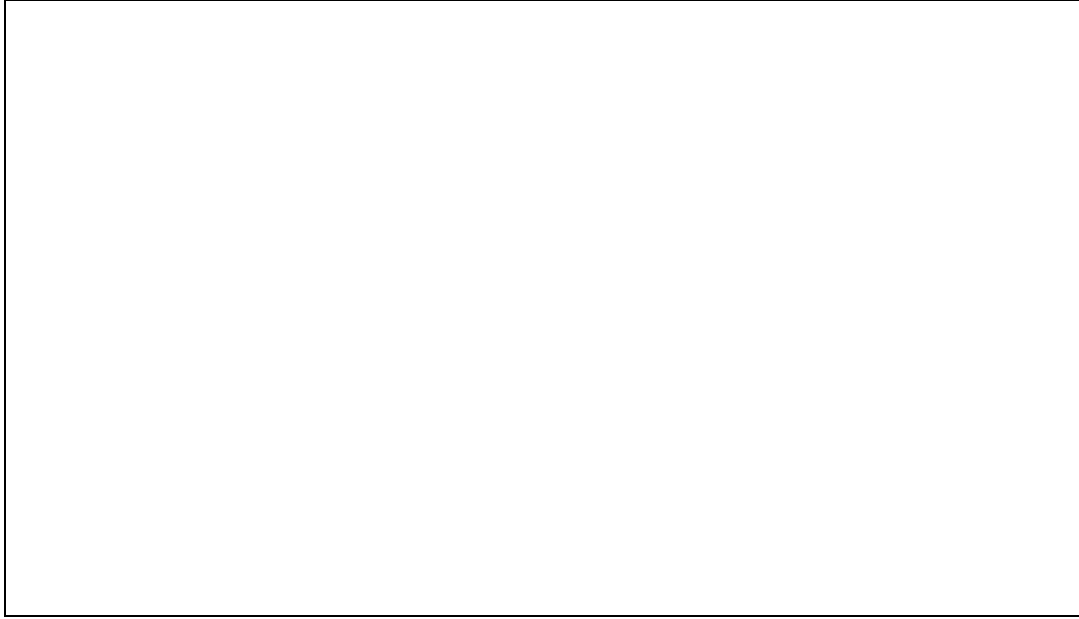
Comment by the Credit Manager

NamePost Signature Date

Signed on behalf of credit committee.

Name Post.....SignatureDate.....

ROUTE MAP TO HOME ADDRESS



Posted byDesignation.....Sign.....

Date.....

Terms and conditions

Grant of Credit Facilities

Lainisha SACCO Society Limited (hereinafter referred to as 'The SACCO') may approve or decline an application for a credit facility at its absolute discretion.

Interest

Interest on all credit facilities will be calculated on monthly overdrawn balances at the prevailing interest rate and shall be payable to the SACCO as monthly arrears. Interest will be charged on all amounts owed by the Applicant.

Charges, Fees, Penalties

The SACCO reserves the right to recover such charges and fees as reviewed from time to time by publication in its tariff of charges. a copy of the tariffs will be made available on request. Where payment due from the Applicant is not received by the due date of payment, the SACCO reserves the right to charge 'overdue and/or default interest'.

The rate of the overdue and/or default interest shall be an amount over and above the normal rate applicable.

Joint and Several Liability

The nature of guarantor responsibility will be joint and severally, and they will only exercise their rights of subrogation upon payment of the whole debt.

Insurance

The SACCO will deduct all the insurance premium at the time of loan application to cover death and/or disability, through the SACCO's approved insurance firms to cover the risks. The Loan Applicant also understands and accepts that in the event of default or delay in payment of loan, the insurance will not be valid, and the Loan Applicant will continue to be liable for repayment of all monies due to the SACCO.

The Loan Applicant also understands and accepts that not all types of disability or death may be covered by insurance. The Loan Applicant will continue to be liable for any shortfall in the amount received from the insurers.

Security

The Applicant agrees to pay all charges, fees rates, levies or taxes that are or may become payable on the security.

The Applicant also irrevocably authorizes the SACCO to pay such charges, fees, rates, levies or taxes on his/her behalf and to include them as part the amount owed by the Applicant.

The SACCO may at its discretion call for tangible securities from the Applicants. Or if the Applicant is employed, the SACCO may at its discretion request the Applicant's employer to remit the loan repayments through the check-off system.

Notices

The Applicant agrees to accept service of all notices and communication at the last postal or physical address given by the customer, and the date on the SACCO's copy of any communication is taken to the date of such dispatch in the absence of proof to the contrary.

All notices and processes sent by registered post will be deemed to have been received four (4) days after the date of posting and all notices and processes delivered by hand shall be deemed to have been received on the day of delivery.

The Applicant may deliver any notices by registered post at the SACCO's registered address, and the notice is deemed to have been received on the day of delivery at the SACCO.

Appropriation

All amounts received by the SACCO will be first apportioned towards overdue interest, charges/fees and interest. Any balance left thereafter will be appropriated lastly towards principle.

The SACCO reserves the right to acceptance of post-dated cheque or such other instruments towards payment or settlement of the credit facility.

Disclosure of credit profile to credit reference bureau (CRB)

I confirm that I have authorized Lainisha Sacco Society Limited to access my credit profile and that this profile can be delivered to their e-mail/postal address indicated herein and hereby authorize Metropol Credit Reference Bureau Limited to mail/deliver/send my credit report to the e-mail/postal address indicated herein. I release Metropol Credit Reference Bureau Limited and Lainisha Sacco Society Limited and its officers, employees and agents from all claims, actions or proceedings of whatsoever nature and howsoever arising, suffered or incurred in connection with Metropol Credit Reference Bureau Limited sending/delivering/ mailing my credit report to the addresses that I have provided.

Indemnity

The applicant agrees to fully indemnify the SACCO against all costs and expenses [including legal fees] arising in any way in connection to the Applicant's accounts, these terms and conditions, in enforcing these terms and conditions or in recovering any amount due to the SACCO or incurred by the SACCO in any legal proceedings of whatever nature.

Waiver

No forbearance, neglect or waiver by the SACCO in the enforcement of any of these terms and condition shall prejudice the SACCO's right thereafter to strictly enforce the same. No waiver by the SACCO shall be effective unless it is in writing.

Acceptance

I confirm that I have read the terms and conditions (as printed above) governing the grant of credit facilities and agree to be bound by them should my loan application be approved.

Signature/Thumbprint of Applicant

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