

SCHEDULE J

MONEYLENDERS ACT 1951

MONEYLENDERS (CONTROL AND LICENSING)
REGULATIONS 2003

(Subregulation 10(1))

MONEYLENDING AGREEMENT (UNSECURED LOAN)

AN AGREEMENT made the day and year stated in section 1 of the First Schedule hereto between the moneylender as specified in section 2 of the First Schedule (“the Lender”) of the one part and the borrower as specified in section 3 of the First Schedule (“the Borrower”) of the other part.

WHEREAS the Lender is a licensed moneylender under the Moneylenders Act 1951 hereby agrees to lend the Borrower and the Borrower agrees to borrow from the Lender for the purpose of this agreement a sum of money as specified in section 4 of the First Schedule (“the Principal Sum”).

NOW IT IS AGREED as follows:

Instalment repayment

1. The instalment repayments in this Agreement shall be due and payable without demand the first of which is to be made on the (date of the first repayment) and thereafter on theof each and every subsequent month until the expiration of the said months from the date hereof.

Default

2. (1) If default is made in the repayment upon the due date of any sum of instalment payable to the Lender under this Agreement, whether in respect of principal or interest, the Lender shall be entitled to charge simple interest on the unpaid sum of instalment which shall be calculated at the rate of eight per centum per annum from day to day from the date of default in repayment of the sum of instalment until that sum of instalment is paid, and any interest so charged shall not be reckoned

for the purposes of this Agreement as part of the interest charged in respect of the loan.

(2) The interest shall be calculated in accordance with the following formula:

$$R = \frac{8}{100} \times \frac{D}{365} \times S$$

where,

R represents sum of interest to be paid.

D represents the number of days in default.

S represents the sum of monthly instalment which is overdue.

Right of action

3. (1) If the Borrower –
- (a) fails to repay any sum of instalment payable or any part thereof and any interest payable under section 5 of the First Schedule for any period in excess of twenty eight days after its due date; or
 - (b) commits an act of bankruptcy or enters into any composition or arrangement with his creditors or, being a company, enters into liquidation, whether compulsory or voluntary,

the Lender may terminate this Agreement.

(2) Upon the occurrence of any of the events specified in subclause (1) herein, the Lender shall give the Borrower not less than fourteen days notice in writing to treat this Agreement as having been repudiated by the Borrower and unless in the meanwhile such default alleged is rectified or such unpaid sum of instalment and interest are paid, this Agreement shall at the expiry of the said notice, at the option of the Lender be deemed to be annulled.

(3) In the event this Agreement has been terminated or annulled, the Lender may claim the balance outstanding from the Borrower in accordance with the provisions under Order 45 of the Subordinate Court Rules 1990 [*P.U.(A) 97/1990*] in case the balance outstanding does not exceed two hundred and fifty thousand ringgit or Order 79 of the Rules of the High Court 1980 [*P.U.(A) 50/1980*] in case the balance outstanding is higher than two hundred and fifty thousand ringgit.

Compliance with written law

4. The Lender shall, in relation to the moneylending business, conform to the provisions and requirements of the Moneylenders Act 1951 and any written law for the time being in force affecting the business.

Stamp duties and attestation fees

5. All stamp duties and attestation fees incurred in connection with this Agreement shall be borne by the Borrower.

Service of documents

6. (1) Any notice, request or demand required to be served by either party hereto to the other under this Agreement shall be in writing and shall be deemed to be sufficiently served -

(a) if it is sent by the party or his solicitors by A.R. registered post addressed to the other party's address hereinbefore mentioned and in such case it shall be deemed to have been received upon the expiry of a period of five days of posting of such registered letter; or

(b) if it is given by the party or his solicitors by hand to the other party or his solicitors.

(2) Any change of address by either party shall be communicated to the other.

Schedules

7. The Schedule hereto shall form part of this Agreement and shall be read, taken and construed as an essential part of this Agreement.

Time essence of Agreement

8. Time shall be the essence of the Agreement in relation to all provisions of this Agreement.

Persons to be bound by Agreement

9. This Agreement shall be binding upon the successors in title and permitted assigns of the Lender, the heirs, personal representatives, successors in title and permitted assigns of the Borrower.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED by the abovenamed)
Borrower)
Name:.....)
I.C./Co. Reg. No.:.....)

SIGNED by the abovenamed)
Lender)
Name:.....)
I.C./Co. Reg. No.:.....)

I, do solemnly and sincerely declare that I have explained the terms of this Agreement to the Borrower and it appears to me that the Borrower has understood the nature and consequence of this Agreement.

.....

(Name of the attestor)

(Advocate and Solicitor, officer of the Judicial and
Legal Service, Commissioner for Oaths, District Officer,
Justice of the Peace or person appointed by the Minister)

Sample

THE FIRST SCHEDULE
 (which is to be read and construed
 as an integral part of this Agreement)

Section No.	Item	Particulars
1.	The day and year of this Agreement	
2.	Name, I.C. No., Company Registration No., Licence No. and address of the Lender	
3.	Name, I.C. No., Company Registration No. and address of the Borrower	
4.	Principal Sum ringgit (RM)
5.	Interest rate	The rate of interest is at per centum (%) per annum.
6.	Amount of each instalment repayment	
7.	Amount of final instalment repayment	