

THE MAURITIUS CIVIL SERVICE MUTUAL AID ASSOCIATION LTD

5, Guy Rozemont Square, P. Louis Tel. No. 213 6060 (30 lines) Hotline. 212 4000 Fax No. 211 2441 Email: m.c.s.mutualaid@intnet.mu Web site:www.mcsmutualaid.com

HOUSEHOLD EDUCATIONAL LOAN APPLICATION FORM HEL/15.07.24										
1.0 Office Use										
Loan Type: Renewal: NA New: Rate of Interest% p.a Loan offset (see note): Yes No										
CIF: LOAN NO.										
Maker (Name):										
1.1 Loan Amount Eligible Rs: Client informed by phone when loan amount is different: Yes No										
Refund Period (months): Maker (Name):										
Checker (Name): Post: Signature: Date:/										
1.2 <u>Important Note</u> : The Association reserves the right to contact the Ministry/Department/Accountant General/SICOM Ltd for verification of the original										
documents prior to processing of the loan application. 1.2.1 The applicant agrees that the employer be allowed to be communicated the particulars of the loan whenever required.										
 In order to improve Customer Service, M.C.S. Mutual Aid Association Ltd will send statements via email, unless otherwise instructed. PART 2.0 TO 3.0 TO BE FILLED IN BY APPLICANT AND SPOUSE (IN BLOCK LETTERS) 										
Surname (Mr/Mrs/Miss)										
First Name Email:										
N.I.C. No.										
Place of Birth:										
Tel. No. (Office)										
Post Held										
Bank Name										
Bank Branch Bank A/c No.:										
Home Address										
Relationship with Guarantor (s) (Please tick if applicable): (1) Spouse (2) Son (3) Daughter (4) Father (5) Mother (5)										
Did you derive net income exceeding Rs15m during any financial year or own assets above Rs50m (including assets owned by spouse a										
dependent children)? Yes No Are you a Politically Exposed Person (PEP) or Family member of a PEP or close associate of PEP? Yes No										
2.1 TO BE FILLED BY SPOUSE										
Surname (Mr/Mrs):										
First Name: Place of Birth:										
N.I.C. No.										
Surname at Birth: Date of Marriage :										
Matrimonial Regime :										
Post Held: Monthly salary Rs										
Name of organization: Salary Reference:										
Organisation operational since:										
Tel. No. (Office) Tel. No. (Home) 5										
Bank Name										
Bank A/c No.:										
Did you derive net income exceeding Rs15m during any financial year or own assets above Rs50m (including assets owned by spouse a dependent children)? Yes No No Are you a Politically Exposed Person (PEP) or Family member of a PEP or close associate of PEP? Yes No										
Home Address:										

I/We, the undersigned, hereby app	ply for a loan of Rupees

I/We hereby authorize the MCSMAA Ltd to make necessary enquiry from the Mauritius Credit Information Bureau (MCIB) regarding any loan facilities previously granted to me/us by any financial institution in Mauritius and to provide the MCIB with relevant information on the present loan facilities. I/We have been informed by the MCSMAA Ltd of the functions of the MCIB.

I/We also authorize the MCSMAA Ltd to submit my/our 'Know Your Customer' (KYC) records to the KYC Registry of the Bank of Mauritius.

I/We am/are fully aware of the provisions applicable under the Data Protection Act. I/We consent that you use, update and process the data and keep the details given to you in a database. The purpose of data collection is to process and monitor the loan. It is mandatory to provide data, else MCSMAA Ltd will not process the loan. Once the application has been processed, all data will be destroyed as per legal requirements.

I/We agree to the MCSMAA Ltd sending me/us an SMS/Text Messages regarding my/our loan account on my/our above mobile phone number. I/We solemnly affirm that the above mobile number submitted by me/us to the MCSMAA Ltd is duly registered under my/our name with my/our mobile service provider. I/We undertake to compensate MCSMAA Ltd in the event it becomes liable to any third party as a result of this number being false or otherwise inexact. I/We undertake to inform immediately in writing the MCS Mutual Aid Association Ltd in case of any changes in the personal data provided above. I/We agree to receive statement of loans at regular intervals from the MCS Mutual Aid Assn. Ltd by the email given above.

I/We am/are fully aware that providing any false or misleading information to MCSMAA Ltd in connection with my/our customer due diligence requirements, I/We shall commit an offence under section 17(C)(6) of the Financial Intelligence and Anti-Money Laundering Act 2002 and shall be liable to a fine not exceeding MUR 500,000 and to imprisonment for a term not exceeding 5 years. I/We am/are not / under report/involved in a police case / under prosecution before a court of law / subject to any freezing order.(delete as appropriate). I/We am /are aware of the 'Complaints Handling Policy and Procedures' available on www.mcsmutualaid.com

2.2 REQUEST FOR OFFSET OF EXISTING LOANS / ARREARS

I authorise the M.C.S. Mutual Aid Association Ltd to offset my existing loans/arrears with Mutual Aid and other institutions (as per below) from the loan applied with the Association.

2.3 DECLARATION FROM BORROWER: LOANS WITH OTHER INSTITUTIONS (IF APPLICABLE)

I have commitments or loans with other institution/(s) as follows:

SN	Lending Institution	Purpose of Loan	Original Loan Amount (Rs)	Term (Months)	Arrears as at (Rs)	Loan Balance as at (Rs)	To Offset (Rs) (Yes/No)
1							
2							
3							
	TOTAL						

Reasons for arrears:

2.4 EMAILING OF STATEMENTS OF ACCOUNT (BORROWER & GUARANTORS) Declaration:

I hereby declare that I am perfectly aware of the risks inherent to sending and receiving of statements of accounts by e-mail. These include, but are not limited to, documents being sent to impersonated e-mail addresses and / or wrong recipients, email accounts being hacked, or attacked by computer viruses and thus exposing my statements to third parties and I agree to bear <u>all</u> the consequences thereof. I shall be responsible for updating my e-mail address details with the M.C.S. Mutual Aid Association Ltd as and when necessary.

The M.C.S. Mutual Aid Association Ltd shall not be responsible for any of the consequences in the event I fail or delay in updating my e-mail address when so requested.

I shall inform the M.C.S. Mutual Aid Association Ltd promptly in case of any error or if I become aware that my e-mail account has been compromised in any way. The M.C.S. Mutual Aid Association Ltd shall in no way be responsible for any of the consequences if I fail to notify it of such events. I undertake to hold the M.C.S. Mutual Aid Association Ltd and / or any of its agents harmless in the execution of the above instructions and not to enter any action whatsoever against the aforesaid parties. I hereby waive any such rights I might have accordingly. The present authorization shall remain valid until <u>written</u> revocation by me.

2.5 LOAN DEDUCTION AUTHORITY FROM PENSION PAYABLE BY ACCOUNTANT GENERAL / SICOM LTD

Following application of loan from the M.C.S. Mutual Aid Association Ltd, I do hereby authorise **The Accountant General/SICOM Ltd** to deduct from **my retiring gratuity, cash in lieu of sick leave / passage benefits / refund of pension contribution and other retirement benefits**, any amount which is subsequently claimed by the M.C.S. Mutual Aid Association Ltd.

I also agree that gratuity / cash in lieu of sick leave / passage benefits and other retirement benefits shall be paid to me after deducting loan balances from the M.C.S. Mutual Aid Association Ltd. I undertake not to revoke this instruction without the written consent of the M.C.S. Mutual Aid Association Ltd.

2.6 DECLARATION FOR ADDITIONAL INCOME (IF APPLICABLE)

I/We hereby inform you that I/We have sufficient income to repay the loan that I/We intend to take from the Mutual Aid Association. Details of my/our additional income **per month** are as follows:

				HEL/15.07.24				
SN	Post:	(Non Member)	<u> </u>					
	DETAILS OF ADDITIONAL INCOME	MEMBER (Rs)	SPOUSE (Rs)	TOTAL (Rs)				
1	Rental Income	X /		- ()				
2	Income from sale of vegetables							
3	Income from sale of snacks/others(to specify)							
4	Income from other job like part-time gardening/driving/sale	of						
4	garments, private tuition/others(to specify)							
5	Old aged /Other pension							
6	Travelling allowances / grant and other income							
7	Interest receivable on fixed deposits/Savings/Bonds							
	Total additional income per month							
I/We h	ereby declare that the above information is true and correct	et.						
	of Spouse:	_						
2.7	ure of Applicant			****				
As 'Co-emprunteur' I bind myself, jointly and in solido with the Applicant and also renounce to my "benefice de discussion", to repay in full to the Mauritius Civi Service Mutual Aid Association Ltd, through salary deduction or standing order, any balance which may be due to the Association in respect of the loan and the interest thereon, should the Applicant resign, or be dismissed from the service, or otherwise fail to repay the said loan in terms of this agreement. I also give at unequivocal authorization to my employer to make salary deduction as requested by the Association. I have read and understood the "Kev Facts in Contracts (KFiC) and other Information" for both borrower (Ref. KF1) and guarantors (Ref. KF3). I am aware of my rights and responsibilities as mentioned in the "Key Facts in Contracts (KFiC) and other Information for Loanees / Guarantors / Depositors" (Ref. KF2). I am aware that as 'Co-emprunteur', I am liable for the full amount of the debt of the borrower as if I am the borrower myself. I have been informed that I may seek independent legal or other advice before signing this guarantee. I sign this document as 'Co-emprunteur' in full knowledge of its intent and purpose and of my liabilities. I agree to refund the loan balance (based on joint income) in case of divorce or change of matrimonial regime. The basis for joint deduction is on a legal principle of marriage regime under "Communaute de Bien" (Article 1409 of the Code Civil). I acknowledge having read and agreed the above terms and conditions in this loan contract and hereby declare that the information I have given on this loan contract is true and correct and also approve the loan amount as below:								
	ease write in WORDS and in your own handwriting in		d and approved.	Good for the sum of				
	s in principal to which shall be added the	accruea interest .						
SPOUS	wording.			Signature:				
Name :				8				
				D. 4				
		• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	Date:				
				//				
3.0 PART 3.0 - CONTRACT : TO BE FILLED IN AND SIGNED BY APPLICANT AND GUARANTORS ACKNOWLEDGEMENT: UNDERTAKING TO REFUND BY INSTALMENTS I acknowledge having received from the Association the sum of Rupees.								
		ditions of my membership of	the Association and	ts rules and By-laws.				
deducti being a table of later tha	take to refund this loan by equal monthly and consecutive instation from my salary, fees, allowances and retirement benefits accepted by the Mauritius Civil Service Mutual Aid Association of the Association and shall represent an instalment of the principan the 28 th of each month. The difference of the EMI to be deducted and shall honour the payment not later than the 28 th of each	cruing to me without prejudic n Ltd.; each such instalment oal amount and of interest rate lucted monthly through direct	e to the refund being shall be calculated a applicable. Such ins	g made otherwise and on s per the reimbursement talment shall be paid not				

The Association shall have the right, in its sole discretion and without prior notice, to change the rate of interest each time the Association's base lending rate (MBR) is altered or the margin over the MBR is altered.

Consequently, I agree that the loan maturity date may be extended or reduced to take into account fluctuations in interest rate during the loan period. However, the monthly loan instalment will remain the same. I undertake to pay all charges in connection with the loan including the Mutual Solidarity Contribution, prior to granting of the loan. In case of any default in payment of any instalment at the due date, the entire balance of the loan together with any interest due shall become immediately due and demandable, at the option of the Association.

The Association reserves the right to make amendments to any of its loan policies and/or procedures at any point in time. The Association furthermore reserves the right to apply such amendments to loans already approved and granted.

I also undertake to refund any such loan balance, as may be required, together with any interest due in case of early retirement via a Voluntary Retirement Scheme (VRS) or for any reason and hereby authorise that the amount due be deducted from my gratuity, lump sum or any amount payable to me by my employer, Accountant General, SICOM Ltd or such other institutions responsible for payment of pension. I understand that on retirement I undertake to use part or whole of my retirement gratuity to make a part-payment on my loan balance so as to reduce the monthly deduction from my pension. I also give an unequivocal authorization to my employer to make salary deduction as requested by the Association. I do hereby give consent to the Accountant General to disclose to the Mutual Aid Association information regarding my retirement. I also empower the Accountant General to deduct from my retiring lump sum and benefits any sum accruing to the Mutual Aid Association.

HEL/ 15.07.24

If after loan disbursement, I join the private sector and I cannot refund the outstanding loan balance immediately, I agree to refund the balance through standing order and the interests will be readjusted at Personal Loan rate on the outstanding balance.

In case I am proceeding on any overseas leave, I shall communicate in writing to the Association my overseas address, prior to leaving the country. I understand that non submission of such information would be a breach of the loan contract/agreement.

I understand that in case I am abroad and the Standing Order Instruction has failed and no deduction can be effected from guarantor's salary, the matter will be treated <u>as a case of defrauding the Association</u> of its property. I understand that the Association will proceed with legal actions against me and my guarantor(s) via the **Central Criminal Investigation Department and Interpol**. I understand that the Association will also inform my employer of the above matter with the assistance of <u>Embassies and Ministry of Home Affairs in the relevant countries</u>.

I agree to refund the loan balance (based on joint income) in case of divorce or change of matrimonial regime. I have read and understood the "Key Facts in Contracts (KFiC) and other Information" (Ref. KF1). I am aware of my rights and responsibilities as mentioned in the "Key Facts in Contracts (KFiC) and other Information for Loanees / Guarantors / Depositors" (Ref. KF2).

I acknowledge having read and agreed the above terms and conditions in this loan contract and hereby declare that the information I have given on this loan contract is true and correct and also approve the loan amount as below:

*Please write in words and a principal to which shall be a	in your own handwriting in the spaces provided: "Read and approved. dded the accrued interest."	Good for the sum of Rupees in
* Wording		
Applicant's Signature		Date//

3.1	PAR	RT 3	3.1 T	O	3.4	TO) BE	ΞF	ILL	ΕD	IN BY	Y G	UAR	AN	TO	R/S									
DETAILS	GU	ARA	NTOI	1	- CIF	`:							GUA	ARA	NTO	R 2	- C	IF:							
Surname (Mr/Mrs/Miss):																									
First Name																									
Place of Birth																									
Surname at Birth																									
Marital Status: (Please tick as appropriate)	Sing	gle /	/ Marri	ed / D	ivorc	ed / ((evid	ence	e to b	e atta	iched)		Sing	le /	Mari	ried /	Di	vorce	ed / ((evid	ence	to b	e att	ache	d)
NIC No.																									
Dept/Ministry				•																					
Post Held																									
Pay Site Code																									
Home Address																									
Tel. No.: Office, Home, and Mob No.																									
State relationship with Applicant or other Guarantors (to mention which Guarantor) (Please tick if applicable)	_	Spouse / Son / Daughter / Father / Mother Others (specify)							er	Spouse / Son / Daughter / Father / Mother Others (specify)															
Email address																									
Income & Wealth Status	finar	Did you derive net income exceeding Rs15m during any financial year or own assets above Rs50m (including assets owned by spouse and dependent children)? Yes No																							
DETAILS	_		NTOI			<u>':</u>							GUARANTOR 4 - CIF:												
Surname (Mr/Mrs/Miss):																									
First Name																									
Place of Birth																									
Surname at Birth																									
Marital Status: (Please tick as appropriate)	Sing	gle /	/ Marri	ed / D	ivorc	ed / ((evid	enc	e to b	e atta	iched)		Sing	le /	Marı	ied /	Di	vorce	d/((evid	ence	to b	e att	ache	d)
NIC No.																									
Dept/Ministry																									
Post Held	<u> </u>					-	-																		
Pay Site Code																				<u></u>					
Home Address																									
Tel. No.: Office, Home, and Mob No.																									
State relationship with Applicant or other Guarantors (to mention which Guarantor) (Please tick if applicable)		Spouse / Son / Daughter / Father / Mother Others (specify)						er	Spouse / Son / Daughter / Father / Mother Others (specify)																
Email address																									
Income & Wealth Status	Did you derive net income exceeding Rs15m during any financial year or own assets above Rs50m (including assets owned by spouse and dependent children)? Yes No							finar	cial :	year	re net or ow se and N	n a	ssets en <u>der</u>	abo	ve R	ks50n									

I/We hereby authorize the MCSMAA Ltd to make necessary enquiry from the Mauritius Credit Information Bureau (MCIB) regarding any loan facilities previously granted to me/us by any financial institution in Mauritius and to provide the MCIB with relevant information on the present loan facilities. I/We have been informed by the MCSMAA Ltd of the functions of the MCIB. I/We also authorize the MCSMAA Ltd to submit my/our 'Know Your Customer' (KYC) records to the KYC Registry of the Bank of Mauritius.

I/We am/are fully aware of the provisions applicable under the Data Protection Act. I/We consent that you use, update and process the data and keep the details given to you in a database. The purpose of data collection is to process and monitor the loan. It is mandatory to provide data, else MCSMAA Ltd will not process the loan. Once the application has been processed, all data will be destroyed as per legal requirements.

I/We agree to the MCSMAA Ltd sending me/us an SMS/Text Messages regarding my/our loan account on my/our above mobile phone number. I/We solemnly affirm that the above mobile number submitted by me/us to the MCSMAA Ltd is duly registered under my/our name with my/our mobile service provider. I/We undertake to compensate MCSMAA Ltd in the event it becomes liable to any third party as a result of this number being false or otherwise inexact. I/We undertake to inform immediately in writing the MCS Mutual Aid Association Ltd in case of any changes in the personal data provided above. I/We agree to receive statement of loans at regular intervals from the MCS Mutual Aid Assn. Ltd by the email given above.

I/We am/are fully aware that providing any false or misleading information to MCSMAA Ltd in connection with my/our customer due diligence requirements, I/We shall commit an offence under section 17(C)(6) of the Financial Intelligence and Anti-Money Laundering Act 2002 and shall be liable to a fine not exceeding MUR 500,000 and to imprisonment for a term not exceeding 5 years. I/We am / are / am not / under report/ involved in a police case / under prosecution before a court of law / subject to any freezing order.(delete as appropriate).

I/We am / are aware of the 'Complaints Handling Policy and Procedures' available on www.mcsmutualaid.com

3.2

As guarantor, I bind myself, jointly and in solido with the Applicant and also renounce to my "benefice de discussion", to repay in full to the Mauritius Civil Service Mutual Aid Association Ltd, through salary deduction, any balance which may be due to the Association in respect of the loan and the interest thereon, should the Applicant resign, or be dismissed from the service, or otherwise fail to repay the said loan in terms of this agreement. I also give an unequivocal authorization to my employer to make salary deduction as requested by the Association. I have read and understood the "Key Facts in Contracts (KFiC) and other Information" for both <u>borrower</u> (Ref. KF1) and <u>guarantors</u> (Ref. KF3). I am aware of my rights and responsibilities as mentioned in the "Key Facts in Contracts (KFiC) and other Information for Loanees / Guarantors / Depositors" (Ref. KF2).

I am aware that as guarantor, I am liable for the full amount of the debt of the borrower as if I am the borrower myself. I have been informed that I may seek independent legal or other advice before signing this guarantee. I sign this document as guarantor in full knowledge of its intent and purpose and of my liabilities. I understand I cannot opt out of this loan contract once the application has been processed unless the loan has been fully settled.

3.3 GUARANTOR/S PART – not applicable for Mutual Aid Quick Loan

As sole guarantor */ guarantors * of Mr/Mrs/Miss

I/we * undertake to repay jointly and in solido to the M.C.S. Mutual Aid Association Ltd full / half / quarter of outstanding balance which may be due in case the *loanee fails to repay the said loan*. In that respect, I authorize the Accountant General/SICOM Ltd * to deduct from my retiring gratuity / cash in lieu of sick leave / passage benefits/ refund of pension contribution and other retirement benefits any amount subsequently claimed by the M.C.S. Mutual Aid Association Ltd.

I/We undertake not to revoke this instruction without the written consent of the M.C.S. Mutual Aid Association Ltd.

3.4

As guarantor/s I/We acknowledge having read and agreed the above terms and conditions in this loan contract and hereby declare that the information I/we have given on this loan contract is true and correct and also approve the loan amount as below:									
TO ACT AS SOLE GUARANTOR - <u>Note</u> : This is not applicable for a loan above Rs1 million .									
I Mr/Miss/Mrs agree to stand as sole guarantor.									
Signature of sole guarantor:									
	n WORDS and in your own handwriting in the spaces provided: "Re								
Good for the sum	of Rupees in principal to which shall be added the accru	ed interest".							
GUARANTOR 1 Name :	** Wording:	Signature:							
Name :									
• • • • • • • • • • • • • • • •		Date:							
• • • • • • • • • • • • • • • • • • • •		//							
GUARANTOR 2	** Wording:	Signature:							
Name :									
•••••		Date:							
•••••		//							
GUARANTOR 3	** Wording:	Signature:							
Name :									
• • • • • • • • • • • • • • • • • • • •		Date:							
		//							
GUARANTOR 4	** Wording:	Signature:							
Name:									
•••••		Date:							
		//							

ADDITIONAL UNDERTAKING FOR THE FOLLOWING DEPARTMENTS

SN	NAMES OF DEPARTMENT	SN	NAMES OF DEPARTMENT
1	Private Secondary Education Authority (PSEA)	7	Small and Medium Enterprises Development Authority (SMEDA)
2	Mauritius Telecom (MT)	8	Pensioners Sicom
3	Mauritius Ports Authority (MPA)	9	Pensioners (Loans Based On More Than One Pension)
4	State Informatics Ltd (SIL)	10	Cotton Bay
5	National Transport Corporation - NTC (NRB)	11	Mauritius Network Services (MNS)
6	National Empowerment Foundation (NEF)		

SIGNATURE