

**LOAN AGREEMENT**

between:

\_\_\_\_\_

and

\_\_\_\_\_

(A private company with registration number *(insert registration number)*, herein represented by *(insert representatives name and identity number)* by virtue of a resolution of directors of the company, dated *(insert date)*, herein referred to as the Borrower),

WHEREAS the Lender is [REDACTED]; and

WHEREAS the Borrower is [REDACTED]; and

WHEREAS the Borrower requires a capital amount in order to [REDACTED]  
[REDACTED]

Now, therefore, the parties agree as follows:

**1 The loan**

The Lender hereby lends to the Borrower who hereby borrows the amount of R *(insert amount)*.

**2 Purpose of loan**

The purpose of the loan is to [REDACTED]  
[REDACTED]

**3 Nature of improvements**

The parties record that the said improvements shall be made in accordance with architectural plans submitted and explained to both parties by the architect concerned.

#### **4 Warranties by Borrower**

The Borrower warrants that:

4.1 [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

#### **5 Repayment of loan**

The loan shall be repaid as follows:

5.1 [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [5.1](#) [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

**6 Interest**

[REDACTED]

[REDACTED] [5.1](#) [REDACTED]

**7 Obligations to the Borrower**

[REDACTED] [5](#) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**8 The whole agreement**

The parties record that this contract embodies the whole agreement between them and that no addition thereto and no amendment thereof shall be of any force and effect unless made in writing and signed by both parties.

**9 *Domicilium citandi et executandi***

The parties hereby choose as *domicilium et executandi* (The physical address which each party chooses to receive all communication regarding the lease agreement) the following physical addresses (not post box numbers):

The Lender:

The Borrower:

The parties may at any later date amend these addresses by means of written notice to each other. All notices in terms of this agreement and all legal proceedings must be delivered or served, as the case may be, at these addresses.

**10 Jurisdiction of the Magistrate's Court**

The parties hereby consent to the jurisdiction of the magistrate's court, having territorial jurisdiction, in respect of any dispute which may arise from this agreement.

**11 Costs of agreement**

The costs for drawing this contract, including consultations, shall be borne by the Borrower. (Alternatively, by the parties in equal shares, if they so decide).

Signed at *(place)* on *(day, month, year)*

Witnesses:

1

2

*(Signatures of witnesses)*

*(Signature of Lender)*

Witnesses:

1

2

*(Signatures of witnesses)*

*(Signature of Borrower)*