FNB HOME AND STRUCTURED LENDING SOLUTIONS

1 Enterprise Road,

Fairland, 2170

PO Box 1065

Johannesburg, 2000

Tel: 087 730 1100

Tel: 087 000 0000

<<debtor\_1>>

<<address>>

AND TO:

<<debtor\_2>>

<<address>>

Email: <<email>>

<<current\_date>>

Dear <<title>>

**RE: FIRSTRAND BANK LIMITED / <<matter\_name>>**

**NOTICE IN TERMS OF SECTION 129 (1) OF THE NATIONAL CREDIT ACT 34 OF 2005 (NCA)**

|  |  |
| --- | --- |
| **HOME LOAN AGREEMENT** | **<<account\_number>>** |
| **Current Instalment** | **R<<instalment\_amount>>** |
| **Arrears Amount** | **R<<arrears\_amount>>** |
| **Current Balance** | **R<<balance\_amount>>** |
| **Property Description** | **<<property\_description>>** |

1. We advise that you are in default for at least 20 business days in respect of the above **HOME LOAN AGREEMENT** which is in arrears in the amount set out above.

1. In terms of the credit agreement you agreed to the principal debt, interest thereon and any monthly fees and charges, due in terms of the abovementioned Credit Agreement, being consolidated and repaid in monthly repayments.
2. In order to rectify your default, we propose that you either:-
   1. pay the default amount within 10 business days of delivery hereof;
   2. contact us directly 087-730-1100 to discuss the possibility of making a firm arrangement to bring the default in terms of the Credit Agreement up to date; or
   3. refer the Credit Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that any dispute may be resolved under the Credit Agreement or develop and agree on a plan to bring the payments under the credit agreement up to date.
3. If you fail to respond to this notice or reject our proposals contained in paragraph 3, within 10 business days from service of this notice, we may exercise our rights, amongst any other remedies available to us, to issue summons against you for the full outstanding balance. Should Judgment be obtain **it may potentially lead to the loss of your home should we proceed to selling your home by means of public auction, which would result in your and any occupiers being evicted from.**
4. Your attention is also drawn to the following terms and conditions contained in the Credit Agreement:
   1. When you are in default of the mortgage agreement the bank is entitled to claim immediate repayment of the full outstanding balance; or
   2. Terminate the mortgage agreement, upon which all amounts whatsoever owing to the bank by you will be payable in full.
   3. If you fail to respond to this notice or reject our proposals contained in paragraph 3, within 10 business days from service of this notice, we may proceed to exercise the abovementioned rights.
5. We recommend that you act on this notice as a matter of extreme urgency. If you have any additional queries regarding this matter, please do not hesitate to call us on the number provided above. Please note that you will be liable for the costs of this notice in the amount of R115.00 (VAT inclusive).

Sincerely

Alli Luqmaan

Legal Manager

(Electronically Signed)

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<<address>>

AND TO:

<<debtor\_2>>

<<address>>

Email: <<email>>

<<current\_date>>

Dear <<title>>

RE: FIRSTRAND BANK LIMITED / <<matter\_name>>

**Notice in terms of Section 72(1)(A) and Regulation 19(4) Of The National Credit Act 34 of 2005 (NCA)**

|  |  |
| --- | --- |
| **HOME LOAN AGREEMENT** | **<<account\_number>>** |
| **Current Instalment** | **R<<instalment\_amount>>** |
| **Arrears Amount** | **R<<arrears\_amount>>** |
| **Current Balance** | **R<<balance\_amount>>** |
| **Property Description** | **<<property\_description>>** |

We hereby give you notice of our intention to supply adverse information in respect of your default amount and the total outstanding balance to the credit bureaux upon expiry of 20 (twenty) business days from the date of delivery of this notice.

In terms of the NCA adverse information includes:

* classifications of customer behaviour, like “delinquent”, “default”, “slow paying”, “absconded” or “not contactable”;
* classifications of enforcement action taken by the credit provider against the customer, like “handed over for collection or recovery”, “legal action” or “write-off”; and
* negative listing of the your payment profile on the credit bureaux.

Sincerely

Alli Luqmaan

**Legal Manager**

**(Electronically Signed)**