

**Annexure A:**

IN THE MAGISTRATES' COURT FOR THE DISTRICT OF \_\_\_\_\_ HELD AT  
\_\_\_\_\_ CASE NUMBER:  
**0000/00**

In the matter of:

**DEBT COUNSELLOR NAME**

**NCRDC: 0000**

**APPLICANT**

And

**CONSUMER NAME**

**ID: 0000000000**

**1<sup>ST</sup> RESPONDENT / CONSUMER**

**ABSA BANK LIMITED**

**PERSONAL LOAN**

**0000000000**

**2<sup>ND</sup> RESPONDENT**

**CAPITEC BANK LIMITED**

**PERSONAL LOAN**

**0000000000**

**PERSONAL LOAN**

**0000000000**

**3<sup>RD</sup> RESPONDENT**

**STANDARD BANK LIMITED**

**MORTGAGE LOAN**

**0000000000**

**4<sup>TH</sup> RESPONDENT**

**WESBANK (GMSA)**

**VAF ACCOUNT**

**0000000000**

**5<sup>TH</sup> RESPONDENT**

**NEDBANK LIMITED**

**MORTGAGE LOAN**

**6<sup>TH</sup> RESPONDENT**

0000000000

PERSONAL LOAN

0000000000

EDCON (EDGARS)

7<sup>TH</sup> RESPONDENT

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**COURT ORDER**  
**NATIONAL CREDIT ACT 34 OF 2005**

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It is hereby ordered that:

1. The above Honourable Court accepts the findings of the Applicant wherein he or she found that the 1<sup>ST</sup> Respondent is over-indebted in terms of Section 79(1) (a) and (b) of the National Credit Act 34 of 2005 ("the NCA").
2. In terms of section 87(1)(b)(ii), the Consumer(s) obligations as listed in **Annexure ...** read together with the various final acceptance letters from the respective credit providers as listed in **Annexure ...**, shall be re-arranged in terms of section 86(7)(c)(ii) (aa) of the NCA, by extending the period of the agreement and reducing the amount of each payment due accordingly, as simulated in the attached Annexures. It is ordered that the first of these instalments be paid on or before the \_\_\_\_\_ and thereafter on or before the \_\_\_\_\_ of each and every following month.
3. Contractual interest rates to all agreements under this court order subsists, except insofar as the Applicant and the Respondent(s) have entered into a re-arrangement agreement wherein the interest rate has been amended, and such re-arrangement agreement is annexed hereto.
4. The repayment proposal, where applicable will cascade/escalate as per the attached repayment plan marked **Annexure ....**

5. No order as to costs is made.

DATED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

\_\_\_\_\_  
MAGISTRATE

MAGISTRATE STAMP