NIA IMARA
CAPITAL SOLUTION
LIMITED
EMPOWERING DREAMS BUILDING FUTURES
LOANS | TRUST | GROWTH

Passport Photo

# LOAN AGREEMENT

This Loan Agreement ("Agreement") is made and entered into on 15/10/2026

**BETWEEN:**

**A. LENDER**

Nia Imara Capital Solution, of **PVT-3B1MDQDV**
Telephone: +254 724 496 632

**B. BORROWER**

Name: FAITH MWIKALI MUTINDA
National ID No.: 24611578
Mobile No.: 0719532641
Physical Address: KANGUNDO

**C. GUARANTOR**

Name: ABDI KIPIDO
National ID No.: 33377630
Mobile No.: 0742702008
Physical Address: ELDORET

**IT IS AGREED AS FOLLOWS:**

1. **Loan Amount**: The Lender agrees to lend the Borrower the principal sum of Kenya Shillings [KES 240,000] ("the Loan").
2. **Interest**: The Loan shall attract interest at the rate of **thirty percent (30%)** per month, calculated on a **reducing balance basis.**
3. **Repayment:** The Borrower shall repay the Loan together with accrued interest on or before [30/10/26], being [15/10/26] from the date of disbursement.
4. **Prepayment**: The Borrower may prepay the Loan, in whole or in part, together with accrued interest, at any time without penalty.
5. **Security**: The Loan is secured by a **personal guarantee** provided by the Guarantor under this Agreement.
6. **Guarantee**: The Guarantor **unconditionally and irrevocably guarantees** the due and punctual payment and performance of all obligations of the Borrower under this Agreement.
7. **Representations and Warranties**: The Borrower and Guarantor jointly and severally represent that they have full legal capacity to enter into this Agreement and have disclosed all material information relevant to the Loan.

8. **Events of Default**: Failure by the Borrower to repay the Loan or accrued interest on the due date constitutes an event of default. Upon written notice, the Lender may levy **default interest at fifteen percent (15%)** per month on the outstanding balance.
9. **Notices**: Any notice under this Agreement shall be in writing and deemed duly served if sent via email and/or SMS to the contact details provided by the parties.
10. **Collection Costs**: In the event of default, the Borrower shall bear all reasonable legal, recovery, and collection costs incurred by the Lender.
11. **Governing Law**: This Agreement shall be governed by and construed in accordance with the **laws of the Republic of Kenya**.
12. **Data Protection**: The parties consent to the collection and processing of personal data in accordance with the **Kenya Data Protection Act, 2019**.
13. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or agreements.
14. **Dispute Resolution**: Any dispute arising from this Agreement shall first be resolved through good-faith negotiations. If unresolved within **seven (7)** days, either party may refer the matter to a court of competent jurisdiction in Kenya.

**IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.**

**LENDER:**
For and on behalf of **Nia Imara Capital Solution Ltd.**

Signature: _____
Name: Oscar Mwema

**BORROWER:**

Signature: _____
Name: FAITH MWIKALI MUTUNDA


Borrower's Left Thump Print

**GUARANTOR:**

Signature: ABDI KIPTOO
Name: ID - 33377630

**WITNESS:**

Signature: _____
Name: Evans Mwanzuoki