The Lender

## MAENDELEO CAPITAL LIMITED

## Agent's Details

1. BORROWERS PERSONAL DETAILS	2. SPOUSE DETAILS / ALTERNATIVE CONTACT
Surname	Surname
Other Names	Other Names
ID/Passport number	ID/Passport Number
Residential Address	Residential Address
House/LR No.	House/LR No.
Estate	Estate
Area	Area
Road/Street.	Road/Street
Town	Town
Other Remarks	Other Remarks

Postal Address	Postal Address
P.O Box	P.O Box
Postal Code	Postal Code
Town	Town
Country	Country
Home Tel no.	Home Tel no.
Mobile Tel	Mobile Tel
Personal Email	Personal Email
Office Tel no(s)	Office Tel no(s)

3. MOBILE NUMBER	
How long have you used this Number?	
In whose name is the Number Registered?	

App	lication form continues []		

4. EMPLOYMENT DETAILS						
Employer's Name:						
P.O Box:	Town:	Tel:	Fax:			
Physical Location						
Date Employed		Current Position				

5. REFEREES	
Name:	Mobile Tel:
Phone (House):	Phone (Office):
Name:	Mobile Tel:
Phone (House):	Phone (Office):

6. TOTAL INCOME DETAILS				
Net Salary:	Other Income:	Total Income:		
Rent:	Other Personal Expenses:	Total Monthly Expenses:		

7. SELF EMPLOYED / BUSINESS OWN	ER APPLICANT	
Name of Business		
Physical Business Address		
(Attach copy of trading license)		
Office size (sq. ft.) (Attach copy of lease):		Monthly rent:
Number of years in operation:	Products/Services:	
Last 3 Years Turnover:		
(1)		
Last 3 Years Net Profit (Attach managem	ent / audited accounts):	
(1)		
Number of employees (Management):		(Others):

Application	form	continues	[]
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8. LOAN DETAILS	COLLATERAL DETAILS	COLLATERAL DETAILS – VEHICLE LOG BOOK		
Loan Amount:	Registered owner:	Registered owner:		
Credit Charge:	Registration Number:	Registration Number:		
Legal Fees:	Vehicle Make:	Model:		
Valuation Fees:	Body Type:	Color:		
Transfer Fees:	Engine No: Chassis No:			
Total Loan:	Insurer:			
Number of monthly installments:	Policy No:	Value:		
Monthly Installment:	Valued by:			

10. OTHER LOAN FACILITIES				
Lender:	Amount:	Current Status of Loan:		
Credit Cards Held:				

10. PURPOSE C	OF TH	IE LOAN (Please tick a bo	ox)		
Business		School Fees		Medical	Holiday
Furniture		Property Purchase		Repayment of Other Loan	Others

10. HOW DID YOU HEAR ABOUT US? (Please tick a box)						
Email		Flier		Received a Mailer		Holiday
Search Engine i.e. Google	I	Personal Referral		Loan Agent		Others

## **TERMS AND CONDITIONS**

WHEREAS the borrower has applied to **Maendeleo Capital Limited** hereinafter referred to as the "Lender" for the loan facility described above and the Lender has agreed to grant the loan facility, it is hereby agreed as follows:

- 1. The borrower has provided the collateral described above specifically to secure the loan and in the event of default, the Lender will exercise its right to realize the collateral and recover any unpaid portion of the loan plus all costs including but not limited to loan charges, legal and any other recovery costs.
- 2. Default will be deemed to have occurred if the borrower fails to remit monthly installments on their due date.
- 3. Where a motor vehicle has been provided as collateral, the borrower undertakes to:
- 3.1 Cause the motor vehicle to be and remain registered jointly with the Lender during the duration of the loan and to deposit the Log Book relating to the motor vehicle together with a separate signed but undated Transfer of Ownership Form in respect of the motor vehicle with the Lender.
- 3.2 Keep and maintain the vehicle in good order and condition (Fair wear and tear only excepted) and will be fully responsible for any loss thereof or damage thereto however occasioned
- 3.3 Keep the vehicle insured at all times. The Lender shall be entitled to the full benefit of the Insurance Policy thereof including claims that might at any time be outstanding. Any monies received by virtue of such insurance shall at the discretion of the lender be applied in replacing or restoring any loss or damage in respect of which the same shall be received or in or towards liquidation of the amount for the time being due by the borrower to the lender under this agreement.
- 3.4 Not use the motor vehicle nor permit it to be used for any purpose not permitted by the terms and conditions of the Insurance Policy nor do permit to be done any act or thing by reason of which such Insurance Policy may be invalidated.
- 3.5 Not take, or permit to be taken, the motor vehicle out of the Republic of Kenya.
- 3.6 Punctually pay all licenses, duties, fees, and registration charges as and when they fall due.
- 4. Upon full payment of the loan and related charges the Lender shall return the title documents of the collateral provided by the Borrower and exit the joint ownership of the same with the Borrower.
- 5. This agreement is governed by all the terms and conditions of the Transfer of Chattels Act (Cap 28) of the Laws of Kenya
- 6. The lender is at liberty to seek credit reference and/or opinion from any party it deems fit. The lender is also at liberty to discount on or trade in the debt arising from this loan without making any further reference to the borrower.
- 7. Unpaid cheques will be subjected to recovery of actual bank charges or Kes 3000/-whichever is higher and 15% of the cheque amount as collection charges. The installment defaulted upon will be considered as a rescheduled loan as per clause 8 below. A loan that falls due for clearance and not cleared shall be charged an interest of 5% on initial principle until cleared
- 8. Rescheduled installments will be subjected to a rescheduling fee of 10% of the installment or Kes 1,500/- whichever is higher for a period of two weeks.
- 9. In the event of early redemption of the loan, the borrower will compensate the lender for interest foregone with an amount equal to the monthly equivalent of 1.5% of the principle amount for the remaining period (in months) of the loan over and above the interest charged while the loan was current.

IN AGREEMENT thereof, the Borrower and the Lender hereby affix their respective signatures.

For and on Behalf of

## **Maendeleo Capital Limited**