

AGREEMENT FOR SALE OF LAND

THIS AGREEMENT is made the10th ... day of ... **June** Two Thousand and Twenty One **BETWEEN:-**

- (1) **JAMES NDOHO KAMAU** of ID NO: **1065061** TEL NO. **0736055299** of P.O **BOX 22 IGWAMITI** (hereinafter called "the Vendor" which expression shall where the context so admits include his personal representatives and assigns);

AND

- (2) **NG-CDF OLJOROOROK CONSTITUENCY** being represented by the **SIMON CHEGE WANJUKI** of ID NO. **0341484** Tel No. **0711510943** and **MICHAEL E. MAMO** of ID NO. **27727339** Tel No. **0712317136** of Post Office Box Number **208 OLJOROOROK** (hereinafter called "the Purchasers" which expression shall where the context so admits include its personal representatives and assigns)

WHEREAS:-

- (A) The Vendor has agreed to sell **L.R. NO. NYANDARUA/SILIBWET/4865** **Measuring approximately 0.783 Ha.** to the Purchasers, the Purchasers have agreed to purchase the Property.

- (B) The Vendor is registered as absolute Registered Proprietor of **ALL THAT** land parcel more particularly described in the First Schedule hereto (hereinafter called "the property.")

IT IS HEREBY AGREED as follows:-

Definitions And Interpretation

1.1 Unless the contrary intention appears, the following definitions apply:-

- (a) "The Property" means the freehold property more particularly described in the First Schedule.

- (b) "The parties Advocates" means Messers. Waichungo Martin and Company Advocates, Post Office Box 1943 Nyahururu.

WANJIRU M. MURIITHI
ADVOCATE
P.O. Box 1943-20300,
NYAHURURU



- 1.2 The clause and paragraph headings are for ease of reference only and are not to be taken into account in the interpretation of the provisions to which they refer.
- 1.3 Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of those provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability remaining provisions shall not in any way be affected or impaired.
- 1.4 This Agreement constitutes the entire agreement of the parties with regard to its subject matter and supersedes and cancels all previous negotiations and agreements.

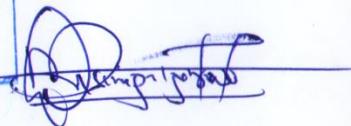
Agreement for Sale and Purchase.

- 2.1 The Vendor has agreed to sell and the Purchasers have agreed to purchase the Property together with all the developments erected thereon to include a permanent 3 bedroomed house, 2 boreholes, pit latrine perimeter wall and mature trees.
- 2.2 The vendor shall on execution of this agreement remove the semi permanent structures erected on the said land parcel.
- 2.3 The interest in the Property to be sold is freehold.

Price.

- 3.1 The Purchase Price for the Property shall be **Kenya Shillings Four Million, Only (KShs. 4,000,000/-)** to paid by the purchasers to the vendor as follows:-
 - a) Kenya Shillings Three Million Only (Kshs: 3,000,000/-) to be paid upon approval by the NGCDF Board.
 - b) The balance of Kenya Shillings One Million Only (Kshs: 1,000,000/-) to be paid during the next financial year which is to commence in the month of July 2021.

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Encumbrances.

4.1 That the property is sold free from any encumbrances and if any shall have accrued to date the vendor shall be held liable.

Completion Arrangements.

5.1 That the purchasers' representatives have seen the aforesaid land parcel and are satisfied with its location and extent.

5.2 THAT the vendor shall upon payment of the balance of the purchase price handover to the purchaser's representative the following documents to enable them effect transfer of the property:-

a) Original title deed.

b) Duly executed transfer forms.

c) Duly executed applications for Land Control Board's Consent for transfer.

d) Copies of his Identity Card, PIN Certificate and passport size photographs.

Possession

6.1 THAT the purchasers shall take vacant possession of the said land parcel upon payment of the purchase price.

General Matters Subject To Which the Property is Sold.

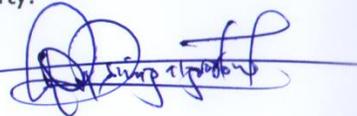
7.1 The Property is sold subject to the easements quasi-easements rights of way conditions restrictions and the Acts Reservations Stipulations and Conditions subject to which the Vendor holds his freehold interest but otherwise free from all encumbrances.

Costs

8.1 Both parties shall bear the Advocates costs in respect of this transaction as shall be agreed prior to the signing of this Agreement.

8.2 The purchasers shall bear the costs of all stamp duty, registration fees and other Charges payable with respect to the transfer of the property.

WANJIRU M. MURIITHI
ADVOCATE
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Incorporation of the Law Society Conditions

9.1 The sale is subject to the Law Society Conditions of Sale (1989 Edition) in so far as they are not inconsistent with or excluded or amended by the provisions of the Agreement.

9.2 For purposes of this Agreement time shall be of the essence.

Breach Clause

10.1 That any party in breach of this agreement shall be liable to the party not in breach to the extent of an amount equivalent to 30% of the purchase price and if the party in breach be the vendor to also refund all the sums had and received by himself from the purchasers with interest at reigning bank rates.

FIRST SCHEDULE

Particulars of the Property.

ALL THAT parcel of land Known as Land Reference **L.R NO.**
NYANDARUA/SILIBWET/4865 Measuring approximately 0.783 Ha.

IN WITNESS whereof the Vendor and the Purchasers executed this Agreement the day and year first herein before written.

SIGNED by **THE VENDOR,**

JAMES NDOHO KAMAU

in the presence of:

Advocate

WANJIRU M. MURIITHI
ADVOCATE
P.O. Box 1943-20300.
NYAHURURU

CHAIRMAN
OL JORO OROK NG - CDF
10 JUN 2021
P. O. Box 208 - 20302
OL JORO-OROK

SIGNED by the said **PURCHASER'S :-**

REPRESENTATIVE

SIMON CHEGE WANJUKI

MICHAEL E. MAMO

In the presence of:

Advocate

WANJIRU M. MURIITHI
ADVOCATE
P.O. Box 1943-20300.
NYAHURURU

FUND ACCOUNT MANAGER
OL JORO OROK NG - CDF
10 JUN 2021
P. O. Box 208 - 20302
OL JORO-OROK

DRAWN BY:-

WAICHUNGO MARTIN & CO.
ADVOCATES
MBAITA COMPLEX, 2ND FLOOR
P.O BOX 1943

NYAHURURU.

/jw.



WANJIRU M. MURIITHI
ADVOCATE
P.O. Box 1943-20
NYAHURURU