

THIS AGREEMENT is made the 20 day of JUNE. THREE HUNDRED THOUSAND

BANITA REAL ESTATE LIMITED reg.no. PVT-BEU99PB ,PO BOX 342-00520 RUAI.

In the Republic of Kenya(hereinafter called the "Vendor" which expression shall where the context so admits include their personal representatives and assigns) of the one part;

AND

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In the Republic of Kenya (hereinafter called the "Purchaser" which expression shall where the context so admits include their respective heirs and assigns) of the other part;

WHEREAS:

- A. The Vendor is the aforementioned has agreed to sell 0.0442HA of title numbers **MAVOKO 12/216 (plot no. 26)** (herein called the "property")
- B. Purchaser has agreed to purchase the Property subject to the consideration, terms and conditions set out herein;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. The Interest Sold

1.1 The Property is sold **TOGETHER WITH** all the improvements, plantations, trees and fixtures (if any) contained or found thereon.

1.2 The interest sold is Freehold.

1.3 The sale does not include any movables.

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1.4 The Property is sold subject to:-

- (a) The conditions of title affecting the same and to any provisional or contingent roads;
- (b) All subsisting easements, quasi-easements and rights of way (if any); and
- (c) The Acts, reservations, stipulations and conditions contained or implied in the title thereto.

BUT otherwise free from any lien, charge or encumbrance whatsoever.

2. Purchase Price & Mode Of Payment

2.1 The purchase price for the Property is **KENYA SHILLINGS ONE MILLION FOUR HUNDRED THOUSAND (1,400,000/=)** which sum is payable by the Purchaser as follows

- 300,000/= (three hundred thousand upon signing of this agreement
- 200,000/= by the end of the month
- The balance to be paid by the end of 180 days.

3. Completion Date

3.1 Upon execution hereof time being of the essence the Vendor shall deliver to the Purchasers herein the following completion documents:-

- i). Title deed in the name of the purchaser

4. Possession

4.1 The Vendor shall hand over possession of the Property to the Purchaser upon completion of the sale agreement.

5. Cost

5.1 The PURCHASER shall bear the cost of TRANSFER at kshs 50,000/=



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Interpretation and Enforcement

6.5 This Agreement shall be construed in accordance with the Laws of Kenya and be subject to the jurisdiction of the Courts of Law in Kenya.

6.6 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.

6.7 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 of the remaining provisions shall not in any way be affected or impaired.

6.8 This Agreement constitutes the entire agreement of the parties with regard to its subject matter and supersedes and cancels all previous negotiations and agreements.

7 BLEACH

7.1 If the Vendor shall fail to the sale due to no fault on the part of the Purchaser, the Purchaser may give the Vendor Twenty One (21) Days' notice in writing specifying the default and requiring the Vendor to make it good within the 21 Days and if the Vendor fails to comply with the notice this Agreement shall stand rescinded and the Vendor shall at the expiry of the notice refund the deposit and all monies received on account hereof together with interest at 12%.

7.2 If the Purchaser shall fail to complete the sale due to no fault on the part of the Vendor, the Vendor may give the Purchasers Twenty One (21) Days' notice in writing specifying the default and requiring the Purchaser to make it good within 21 Days and if the Purchaser fails to comply with the notice this Agreement shall stand rescinded and the purchaser shall forfeit 12% of the Deposit paid.

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9 General 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.

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9.2 All money must be deposited to account no 1440279209709, acc. Name BANITA REAL

ESTATE LTD, EQUITY BANK, RUAI BRANCH.

IN WITNESS whereof this Agreement has been duly executed by the Parties hereto the day and year first herein before written.

SIGNED for the said BANITA REAL ESTATE LIMITED BY

WILSON MWANGI KAGO ID NO; 21405704



PURCHASER

 ID NO 

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THE LAND REGISTRATION ACT
THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017
CERTIFICATE OF OFFICIAL SEARCHTITLE NO. MAYOKO TOWN B/LK 12/216

SEARCH NO. _____

On the 2ND day of FEB 2022 the following were the subsisting entries on the register of the above-mentioned title:

Part A — Property Section (easements, etc.)

Nature of title ABSOLUTEApproximate area 2.000HA (TWO DEUMAL ZERO ZERO ZERO HECTARES)

Part B — Proprietorship Section

Name and address of proprietor 2. 16.4.97 AGNES MWIKALI MUTUNGI
3. 16.4.97 TITLE DEED ISSUED

Mortgages, cautions and restrictions

NIL

Part C — Encumbrances Section (leases, charges, etc.)

The following applications are pending

NIL

The following certified copies are attached as requested:

On the 2ND day of FEB 2022

Signed by the Registrar

Signature: 
Official Seal: 
Gr. ca