

DATED THE

DAY OF

2009

ALICE CHEPKEMOI NG'ENO

And

RUDOLF GEORG MARQUARDT

AGREEMENT FOR SALE

In respect of Title Numbers: KISUMU/KONYA/4794

DRAWN BY:

Njonjo & Associates,

Bruce House, Standard Street,

11th Floor, South Wing,

P.O. Box 18950-00100

NAIROBI.

Property No. Kisumu/Konya/5087

THIS AGREEMENT is made as of the _____ day of _____ 2009.

BETWEEN:

1. **ALICE CHEPKEMOI NG'ENO (ID NO. 11078808)** of Post Office Box Number 622 **LITEIN** in the Republic of Kenya (hereinafter called "the Vendor" which expression shall, where the context so requires, include the vendors personal representatives and assigns) and
2. **RUDOLF GEORG MARQUARDT (PP. NO. C61RKF9RT)** for the purposes hereof of Post Office Box Number 18950-00100 **NAIROBI**. (Hereinafter called the "Purchaser" which expression shall, where the context so requires, include the Purchasers permitted assigns)

IT IS HEREBY AGREED as follows:

1. The Vendors agrees to sell and the Purchasers agrees to purchase:

All that piece of land comprised in Title Number: **KISUMU/KONYA/ 4794** together with (if any) all buildings and developments thereon (hereinafter called "property), upon the other terms and conditions set out in this Agreement.
2. The Interest sold is freehold and free from all encumbrances.
3. The purchase price for the property is **Kshs. Four Million, Five Hundred Thousand (Kshs.4,500,000.00/-)** and the purchase price shall be paid on or before the signing of this sale agreement and shall be paid in cleared funds by Bankers draft (or wire transfer to vendor's account) to the Vendor on signing this agreement.
4. The sale of the Property is subject to the Law Society Conditions of sale (1989 Edition) which shall be deemed incorporated herein in extensor save in so far as the said Conditions of Sale are inconsistent with the provisions of this Agreement.
5. The vendor's and the purchaser's Advocates are Messrs. Njonjo & Associates, Bruce House, South Wing, P.O. Box 18950-00100 **NAIROBI**.
6. The property is sold subject to all statutes reservations stipulations condition covenants and other matters contained or implied in the Title Deeds but otherwise free from all encumbrances, charges or mortgages.
7. The Municipal Council rates and similar outgoings in respect of the property shall be paid by the Vendor before the completion date (as defined below).
8. The sale of the property includes no movables.
9. Each party hereto shall be responsible for the payment of the fees of their Advocates in connection with the preparation negotiation and completion of this Agreement and the transactions contemplated in this Agreement.
10. All stamp duty payable on the transfer of the property to the purchaser registration fees and similar expenses on account of the transfer of the property to the purchaser shall be for the account solely of the purchaser.

11. The property is sold with vacant possession on the Completion Date.
12. Subject to the satisfaction by the purchaser of the purchaser's obligations under clause 3 above the Vendor or the Vendor's Advocates shall deliver to the Purchaser's Advocates on the Completion Date the following:
 - a) The original Title Deed in respect of each property;
 - b) The duly executed Transfer (in triplicate) in respect of the property in favour of the purchaser.
 - c) Municipal Council rates receipt evidencing the payment of rates in respect of the properties up to 31st December, 2009 together with the up to date Rates Clearance Certificates.
 - d) A copy of the PIN Card; and
 - e) The Consent of the Land Control Board, (if needed)
13. This Agreement is personal to the purchaser and the purchaser may be entitled to assign all or any of the purchaser's rights and/or transfer any of the Purchaser's obligations hereunder without the prior written consent of the Vendor.
14. Each of the parties hereto hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 23, Laws of Kenya) that he/she has executed this Agreement with the intention to bind himself/herself to the contents hereof.

SPECIAL CONDITONS.

- A. The purchaser agrees that:
 - (i) Any condition of warranty whatsoever as to the condition of the property or the fitness for any purpose of the property is hereby excluded;
 - (ii) The Purchaser has inspected and surveyed the property and purchases the property with full knowledge of actual state and condition of the property and shall take the property as the property stand as at the Completion Date; and
 - (iii) The purchaser enters into this Agreement solely as a result of its own survey and inspection of the property and has not placed reliance upon any representation either written or oral express or implied made by or on behalf of the vendor in relation to or in connection with the property.
- B. This Agreement constitutes the whole agreement between the parties hereto relating to the sale and purchase of the property and supersedes and extinguishes any prior agreements undertakings representations warranties and arrangements of any nature whatsoever whether or not in writing relating to the sale and purchase of the property.
- C. Conditions 8(3), 14(2), 15, 16, 19, 22, and 23 of the aforesaid Law Society Conditions of Sale shall not apply to this Agreement.

- D. Time shall be of the essence in respect of all payment obligations of the purchaser hereunder. All payments to be made by the purchaser pursuant to this Agreement shall be made free and clear of any set-off counterclaim or other deductions whatsoever.
- E. All payments due to be made by the purchaser pursuant hereto shall be deemed to be exclusive of any and all taxes charged in respect thereof.
- F. No failure or delay to exercise any power right or remedy by the vendor shall operate as a waiver of that right power or remedy and no single or partial exercise by the vendor of any right power or remedy shall preclude his further exercise or the exercise of any other right power or remedy.
- G. The rights and remedies of the Vendor provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- H. The rights and remedies of the Purchaser provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- I. Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of these 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.
- J. No amendment or variation to this Agreement shall be effectual or binding on the parties hereto unless it is in writing and duly executed by or on behalf of the parties hereto.
- K. In the event that the purchaser is in breach of her payment obligations under sub-clause 3(b) above and the Vendor may exercise the Vendors right to terminate this agreement.
- L. It is hereby agreed by the parties hereto that completion of the sale of this **property No. 4794** shall be conditional upon completion of the sale and purchase of property and that the sale and purchase of none of the property shall be completed unless completion of the sale and purchase of the Properties shall have occurred in accordance with the terms thereof.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the day and year fist hereinabove written.

THE VENDOR:
 SIGNED by the said
ALICE CHEPKEMOING'ENO

In presence of:



THE PURCHASER:
 SIGNED by the said
RUDOLF GEORG MARQUARDT

In presence of:



Signatures are removed to prevent fraud