

Proposal to purchase land for new school campus and hospital development

- Proposed land is **21.451 acres**
- Location is Eastern bypass
- Proposed school development both **primary and secondary schools of premium standard.**
- Proposed outpatient **hospital.**
- Price per acre is **45M** shillings total purchase price **965.295M** shillings negotiable to **43M** per acre totaling to **922.393M**
- Assigned agent by owner – **Teddy Kimani ID 28035748**

Why is this a good and profitable investment?

This land or proposed school development is surrounded by approximately **3000 acres** of controlled development as follows

1. Easternville Estate is a controlled master planned estate in **100 acres of 1400 units** or families. Construction of Easternville is underway phase 1 with 390 units with 56 families already living in Easternville by Dec 2024 and 112 families by end of 2025.
2. Kenyatta University Sacco has **800 acres** of controlled gated plots of 50 by 100 each already sold to individual owners who have already begun constructing houses in the controlled gated estate. This translates to around **6000 affluent families.**
3. Stima Sacco too has **100 acres** also controlled development, which will host about **750 families.**
4. Kenyatta family also have about **2000 acres** next to this land.

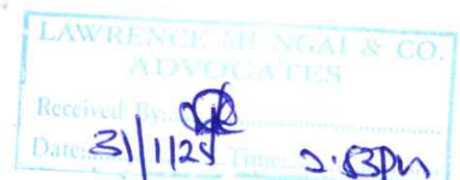
In summary

Nairobi is a very big city it needs many schools and there is a shortage.

This investment opportunity has more than 10,000 families in a controlled development area around it, let alone other neighborhoods.

1. \$12 to \$15 million or KES 1.5B to KES 2B is required for this development to purchase and develop.
2. It will take around 2 years to construct primary school, secondary school and a hospital.
3. The school will have 4 streams per class from primary to secondary
4. Based on current market conditions, we anticipate having about 1500 pupils for primary school each paying 1500 dollars yearly and 1500 students for junior and senior high school, each paying around \$2500 yearly.
5. The anticipated revenues is around \$6 million collected per year
7. If we remove expenses appx 1.5 million- profit is
8. \$ 4.5 million per year, at this rate, the investment pays it's self in about 4 to 5 years.

That's without counting the hospital.



Suggestions for architects to consider

1. Administration complex

- Reception
- Principal office
- Deputy Principal office
- Accounts office
- Staff room (executive)
- Board room
- Meeting rooms
- IT office
- Parade grounds

2. Student Affairs complex

- Security office
- Cultural office
- School nurse medical office
- Amphitheatre

3. Kitchen and dining

- Kitchen
- Kitchen store
- School canteen
- Dining hall
- Non-teaching staff office
- Workshop (carpentry, welding, gardening)

4. Tuition complex

- Classes 4 streams each
- Library
- Engineering
- Agriculture
- Textiles
- Arts and crafts
- Home science

- Practical entrepreneurship

- Science labs

- IT labs

- Cultural center

5. Sports facilities

- Games and fitness office

- Games store

- Indoor games facility

- Football pitch

- Rugby pitch

- Athletics track

- Tennis

- Basketball

- Volleyball

- Swimming Pools

General requirements

- Sufficient modern male and female lavatories in all complexes.
- Spacious corridors, paved paths and with students security accounted for.

Looking forward to auspicious business.

Kind regards



Teddy Kamau Kimani

Cell: 0726600953

ID NO 28035748



TERMS AND CONDITION OF APPOINTMENT FOR LAND SALE AGENTS

THIS AGENT APPOINTEMENT LETTER is made the 10th Day of September 2024

BETWEEN:

EASTERN BYPASS ESTATE LIMITED a limited liability company incorporated in the Republic of Kenya (hereinafter called "**EASTERN BYPASS ESTATE LIMITED**" which expression shall where the context so admits include its successors and assigns) and of care of P.O. Box 28561 – 00200 Nairobi on the first part;

AND

TEDDY KIMANI of ID No **28035748** of Telephone Number 0726600953 in the Republic of Kenya (hereinafter referred to as the '**Agent**') which expression shall where the context so admits includes his personal representatives, successors and assigns of the other part.

WHEREAS:

(A) **M/s Eastern Bypass Estate limited** is the owner of all that piece of land known as Land Reference Number 30393/1759, 30393/1799, 30393/1800, 30393/1361, 30393/1362, 30393/1363 and 30393/1561 situated in the city of Nairobi in the Republic previously mentioned ("Property"). The parcels of land measures (Cir. 21.4512 Acres). The land is served by a trunk sewer running through the neighborhood in the eastern side and emptying its contents to the greater trunk sewer along the Nairobi River heading to the Ruai waste water treatment. The land is also serviced by an upgraded cabro road, electricity power line and piped water and it is next to the upcoming modern housing estate known as Easterville. The owner wishes to urgently sell the whole parcel of land to any suitable buyer.

(B) The agent is in the business of sourcing for buyers. The agent agrees to source for a suitable buyer for the entire 21.451 acres of land.

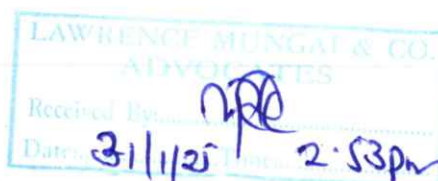
NOW IT IS HEREBY AGREED AS FOLLOWS

(I) PERIOD OF PERFORMANCE

This Agency is valid for a period of Three (3) month from the date of signing this agreement, upon sale or, full payment of due agency commission whichever comes earlier unless extended on request by the Agent and approval by M/s Eastern Bypass Estate Limited in writing.

(II) AGENT'S DUTIES

The Agent will carry on the customary activities of an agent including but not limited to:- marketing, advertising, sourcing for potential purchasers, showing of the parcel of land to prospective buyers, delivery of the letters of offers prepared by **M/s Eastern Bypass Estate limited** or its advocates to potential purchasers and such other services as may pertain to real estate business.



1 COMMISSION PAYMENT

- 1.1. M/s Eastern Bypass Estate limited shall pay the Agent a commission of at a rate of % on the reserve sale price of Kshs. 45,000,000/-acre. Moreover, the commission is only payable once the purchaser completes the payment in full.

2 OBLIGATIONS OF M/S EASTERN BYPASS ESTATE LIMITED

- 2.1. The Agent reasonable access to the land at short notice.
2.2. The Agent has access to Dr. Muthumbi Waweru.
2.3. Any visits to the land can be arranged at short notice.

3 REPRESENTATIONS, WARRANTIES & BINDING OBLIGATIONS

Both parties warrant that they have the capacity to enter into this Agreement and the same shall constitute and create valid and binding obligations upon both parties.

4 EFFECT OF TERMINATION OF AGREEMENT

Upon the expiration of this Agreement:-

- 4.1. All rights granted to the Agent or hereunder shall immediately terminate and shall forthwith revert to M/s Eastern Bypass Estate Limited.
4.2. The Agent acknowledges and agrees that upon expiration or termination of this Agreement for whatever reason he shall not hold himself out or represent himself as having had any connection with M/s Eastern Bypass Estate Limited;

5 LIMITATION OF LIABILITY

- 5.1. This agency appointment is NOT EXCLUSIVE. The company shall recognize the agent on the basis of making a successful sale.
5.2. Except as expressly provided in this Agreement M/s Eastern Bypass Estate Limited shall not be liable to the Agent or to any other person for any injury damage loss cost or expense relating to the subject matter of this Agreement howsoever arising and in no event shall M/s Eastern Bypass Estate Limited be liable for any consequential damages or indirect loss suffered by the Agent or his customers or any other party;
5.3. The Agent shall be exclusively responsible for and shall indemnify and hold M/s Eastern Bypass Estate limited fully indemnified in respect of any liability claim demand or costs suffered or incurred by M/s Eastern Bypass Estate Limited in connection with any act and omission of the Agent in the course of or relating to the work performed by the Agent.

6 WAIVER

- 6.1. Failure of either party to insist upon strict performance of any provision of this Agreement or the failure of either party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.
6.2. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by both parties.



7 LAW & JURISDICTION


This Agreement shall be governed by the laws of Kenya and the parties hereby submit to the exclusive jurisdiction of the Courts of Kenya. In the event of a dispute between the parties hereto as to the interpretation of the terms of this Agreement or as to any matter or issue arising out of this Agreement, the same shall be referred to Arbitration between a single arbitrator appointed by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Chapter) in accordance with the provisions of the Arbitration Act, 1995. Any arbitration herein shall be held in Nairobi in the Republic of Kenya

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date appearing on the first page of this Agreement.

Signed by the duly authorized representative of

M/s Eastern Bypass Estate limited

In the presence of

LAWRENCE MUNGAI & CO
e presence of
Received By: 
Date: 31/1/25 Time: 2.30pm

Signed by:

Mr. Teddy Kimani of ID No 28035748

In the presence of

presence of

LAWRENCE MUNGAI & CO.
ADVOCATES

Received By: [Signature]
Date: 31/1/25 Time: 2:53pm