

AUTHORITY TO SELL

DATED this.....day of.....2025

-FROM-

WILLIAM GACHUKI KIARIE

-TO-

RONAK REALTORS LIMITED

~LAND TITLE NUMBER~

TITLE NUMBER SAMURU/MWITINGIRI BLOCK 1/2114

(THE "PROPERTY")

REPUBLIC OF KENYA
LAW OF CONTRACT ACT
CAP 23 LAWS OF KENYA

NON-EXCLUSIVE AUTHORITY TO SELL AGREEMENT

This **AUTHORITY** is made on this..... day of....., Two Thousand and Twenty-Five (2025),

BETWEEN WILLIAM GACHIKI KIARIE the holder of Kenyan National Identity Card No. 11771060 and of Postal Office Box No., in the Republic of Kenya hereinafter referred to as 'the Seller' which title includes the Seller's personal representatives and assigns of the one part,

AND

RONAK REALTORS LIMITED the holder of Company Registration No. PVT-27UL5D6V and of Postal Office Box No. 4306-20100, NAKURU, in the Republic of Kenya as a land selling agent (hereinafter referred to as 'the Agent') to act on their behalf with regard to the sale of property known as **TITLE NUMBER SAMURU/MWITINGIRI BLOCK 1/2114** containing by measurement 0.0594 Hectares or thereabouts which property is with the dimension's abuttal and boundaries thereto delineated and described on thereto and hereinafter referred to as "the Property" at the purchase price.

The purpose of this agreement is to set forth in writing the understanding, which has been reached between the Seller and the Agent.

1. The Seller hereby appoints the Agent to act as non-exclusive sales agent for the property.
2. This agreement shall commence on the date of execution and shall continue for a period of three (3) months and may be extended by mutual agreement.
3. Seller may withdraw the authority, without penalty, upon written notification to the Agent.
4. **COMMISSION PAYABLE:** 5% Percent of sale price/proceeds shall be reserved as a commission to the Agent.
5. Seller agrees that all sales commissions will be deemed earned and payable at completion or subject to purchaser agreeing sales commission shall be payable pro rata to installments towards purchase price as received.
6. The Agent shall be an independent contractor, and Seller shall not be liable for any expenses, fees, charges or costs of the Agents in connection with its performance of this authority. The Agent agrees to indemnify and hold Seller harmless from any claims of third parties based upon or arising out of the Agent's performance herein.

The Agent will not be an employee or agent of Seller or any of their affiliates and shall not have the authority to bind or commit the Seller to any agreement or obligation whatsoever.

7. The Seller agrees that the sales commission shall be paid directly by the Seller to the agent upon receipt of the purchase price, since the purchase price is paid directly to the Seller.
8. Nothing contained herein shall obligate the Seller to negotiate or close any sale opportunity presented by the Broker.
9. This agreement shall be governed and const in accordance with the laws of Kenya.

AGREED AND ACCEPTED:

SIGNED by the Seller

In the presence of: -

)
) **WILLIAM GACHIKI KIARIE**
) **ID NO. 11771060**
)

I **CERTIFY** that I was present and saw **WILLIAM GACHUKI KIARIE** duly execute this agreement on the.....day of.....2025

.....
ADVOCATE

Signed by the Agents, the said
Name: Emmanuel Koskei - Director
ID No:21190998
In the presence of:

)
) **Ronak Realtors Limited**
) **RegNo. PVT-27UL5D6V**
)

I **CERTIFY** that I was present and saw the **DIRECTOR OF RONAK REALTORS LIMITED** duly execute this agreement on the.....day of.....2025

.....
ADVOCATE