REPUBLIC OF KENYA

DATED AT MERU THIS DAY OF SCORMOGO 2025

AGREEMENT FOR SALE OF PROPERTY TITLE NUMBER NYAKI/KITHOKA/4683

BETWEEN

HUMPHREY MURURU MBURUNG'A

AND

LAWRENCE KOBIA LAIKERA

DRAWN BY:

MBAABU M`INOTI & CO. ADVOCATES
KNUT BUILDING 3RD FLOOR, ROOM NOS. 308 – 310
KIRUKURI STREET
P. O. BOX 1924
MERU

Email: kelvin@mbaabuadvocates.co.ke or inotimbaabu@gmail.com

Tel: 0710-338-007/0727-911-623

BETWEEN

HUMPHREY MURURU MBURUNG'A of **ID/ 13359098** and of **P.O.BOX 1067-60200 Meru** in the Republic of Kenya (Hereinafter called "the Vendor" which expression shall where the context so admits include his respective personal representatives and assigns) of the one part;

AND

LAWRENCE KOBIA LAIKERA of ID/12542912 and of P. O. BOX 746-60600 Maua aforesaid (hereinafter called "the Purchaser" which expression shall where the context so admits include his personal representatives and assigns) of the other part.

AND WHEREAS:

- A. The Vendor is registered as the absolute proprietor of the Land Parcel comprised of Title Number Owner NYAKI/KITHOKA/4683 measuring 0.101Ha (hereinafter referred to as "the Property") situated within County Government of Meru.
- B. The Purchaser is willing to purchase the said Property from the Vendor.
- C. The Vendor has agreed with the Purchaser to sell to the Purchaser the Property pursuant to the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1. That the Vendor sells and the Purchaser buys the said property at a total Purchase Price of Kenya Shillings Twelve Million (Kshs.12,000,000/-) only which amount shall be paid as hereunder:
 - a) The initial deposit amount of Kenya Shillings One Million Three Hundred Thousand (Ksh.1,300,000/-) only has been paid to the Vendor prior to execution of this Agreement which the vendor hereby acknowledges by executing this agreement.

HUMPHREY MURURU MBURUNG'A of ID/ 13359098.

b) The balance of Kenya Shillings Ten Million Seven Hundred Thousand (Kshs.10,700,000/-) shall be financed by Family Bank Limited and shall be disbursed as follows:

Through Vendor's account below towards full payment of Vendor's loan with KCB Bank Kenya Limited upon formal confirmation of balances outstanding:

Account Name: Humphrey Mururu Mburung'a

Account Number: 1165014580

Bank: KCB Bank
Branch: Meru Town

ii) Balance thereof shall be deposited to the Vendor's Advocate account below for onward transmission to the Vendor:

Account Name: Mbaabu M'Inoti Advocates LLP

Account Number: 0140264672561

Bank: Equity Bank, Meru

- 2. The interest sold is freehold.
- The Parties hereto have agreed that the date of completion shall be One Hundred and Twenty (120) days from the date of this Agreement or earlier as the Parties may determine.
- 4. The Property is sold subject to the terms and conditions on which the Vendor holds the same but otherwise free from all encumbrances.
- Completion shall take place at the Offices of the Vendor's Advocate herein on or before the completion of One Hundred and Twenty (120) days or such other dates as the Parties hereto may agree when: -
 - (ii) The Vendor will hand over to the Vendor's Advocate herein the following documents that are necessary to complete this transaction, being:
 - a) Original duly executed Transfer Instrument to the Property
 - b) Original Title to the Property
 - c) Photocopies of Vendor's Kenya Identity Cards and PIN Certificates
 - d) Three Coloured Passport Size Photographs of the Vendor
 - e) The original rates clearance Certificate and Land Rent clearance Certificates and receipts in respect of the said Property, if applicable
 - f) Original Land Board Control Board Consent to Transfer over the Property
 - g) Any other necessary document to facilitate transfer of the Property to the Purchaser
- The sale is subject to the Law Society conditions of sale (2015 Edition) in so far as they are not inconsistent with this Agreement, the Land Act No. 6 of 2012 and the Land Registration Act No. 3 of 2012.
- 7. In the event that the Purchaser is not able to complete this sale transaction for any reason other than default by the Vendor, the Vendor may rescind this Agreement and will refund the deposit of the Purchase Price paid to them by the Purchaser less ten percent (10%) of the initial deposit Purchase Price paid, upon expiry of the twenty one (21) days completion Notice to be issued by the Parties' Lawyer to the Purchaser herein and the Vendor will thereafter be free to sell the said Property elsewhere. In the event the Vendor defaults the Agreement, the Purchaser shall be at liberty to recover the Purchase price paid and interest thereon at 10% per annum.
- 8. The both parties shall bear the Advocates costs and the Vendor shall bear cost of obtaining the Land Control Board. The Purchaser shall pay stamp duty and registration fees on the transfer of the land to his name.
- That both parties appoint the Firm of Ms. Mbaabu M'Inoti Advocates LLP, KNUT House, 3rd Floor, Kirukuri Street, P.O Box 1924-60200, Meru.

- 10. The Vendor guarantee the Purchaser that's they have not engaged in negotiations and shall not engage in negotiations for the sale, lease, disposal or any other form of dealing of the said Property with other prospective Purchaser during the subsistence of this Agreement.
- 11. This Agreement supersedes any other Sale Agreement executed in the past in respect to this Property.

<u>IN WITNESSES WHERETO</u> the Parties having read and understood the contents of this agreements, and have agreed to be bound by the same have hereunto set out their respective hands on the Day, Month and the Year written hereinabove.

the Year written hereinabove.
SIGNED BY THE SAID VENDOR:
HUMPHREY MURURU MBURUNG'A ID/13359098 Advocate ID/13359098
signatures or marks to be his/hers/theirs and that he/she/they had freely and voluntarily executed this Agreement and understood its contents. ADVOCATE ADVOCATE ADVOCATE ADVOCATE ADVOCATE ADVOCATE ADVOCATE ADVOCATE
LAWRENCE KOBIA LAIKERA LOCATE NO THE LOCATE
I, certify that the above-named LAWRENCE KOBIA LAIKERA OF ID NUMBER ID/12542912 appeared before me on theday of
marks to be his/hers/theirs and that he/she/they had freely and voluntarily executed this Agreement and
understood its contents. KELVIN M. ME & ADVOCATE & FOR OATHS FOR

MWORIA STEPHEN MUNORU
ID/21787951

Advocate

ADM No. 2005 7717

before me on the ______day of _______day of ______day freely and voluntarily executed this Agreement and understood its contents.

AdvocateNo. P. 105 / 7717 / 09

DRAWN BY:

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