REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
COMMERCIAL AND TAX DIVISION
INSOLVENCY CAUSE NO. E063 OF 2021

CYTONN HIGH YIELD SOLUTIONS LLP (IN LIQUIDATION) ..... APPLICANT

-VERSUS-

THE OFFICIAL RECEIVER..... RESPONDENT

-AND-

BIRGUY LAMIZANA ..... 1st INTENDED INTERESTED PARTY
AGNES NKUNDABAGENZI .....2ND INTENDED INTERESTED PARTY
SAMUEL MACHARIA KWERI ..... 3RD INTENDED INTERESTED PARTY
KENNETH MBURU MAINA ..... 4TH INTENDED INTERESTED PARTY
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CYTONN UMBRELLA RETIREMENT BENEFITS SCHEME.....62ND INTENDED INTERESTED PARTY

CERTIFICATE OF URGENCY

I, **ERNEST MURIUNGI**, Advocate for the Intended Interested Parties herein, certify that the Notice of Motion Application filed herewith seeking orders *inter alia*, stay and variation of the preservation orders emanating from the Ruling of the Honourable Justice Mabeya delivered on 6th January 2023, is of utmost urgency requiring that it be placed before the duty court on priority basis on the grounds **THAT**: -

1. The Intended Interested Parties herein are holders/buyers of real estate units on the development known as ***"The Alma"***, on the parcel of land known as **Kiambaa/Ruaka/6667** situate in the County of Kiambu.

2. On the 6th of January 2023, the real estate development known as "The Alma", whose registered proprietor is **Cytonn Integrated Project LLP**, was placed under preservation pending the conclusion of the liquidation of **Cytonn High Yield Solutions(CHYS)**.

3. The Intended Interested Parties herein are bona fide purchasers for value at the Alma who had made payments towards both complete and incomplete units, finalized all transactions and were in the process of acquiring title documents. The blanket preservation order over the entire assets of Cytonn Integrated Project LLP [The Alma] thus puts their legitimate proprietary interests in jeopardy and prejudices them, as they can no longer conclude the transfer process for their units.

4. A group of the Intended Interested Parties were creditors who had invested their monies in the Cytonn High Yield Solutions (CHYS) funds and were willing to have their investments/debt converted or assigned and have since successfully acquired properties at the Alma of equal value to their investments. As it is, the preservation orders on the Alma bar any such arrangements from progressing, to the absolute detriment of all the stakeholders.

5. If the preservation order persists, it shall prove prejudicial to the intended interested parties, as the subject property shall be employed for the purpose of discharging the liabilities of the creditors of CHYS, thereby infringing upon the property rights of these parties, who stand as bona fide purchasers for value.

6. In the absence of variation and/or rescission of the preservation orders on the purchased units of the Alma development, the intended Interested Parties, as well as the other real estate unit holders in the preserved assets/projects, are bound to suffer substantial loss.

7. It is in the interest of Justice that the Application filed herewith is certified urgent and the orders sought granted.

DATED at **NAIROBI** this ....8th.....day of October 2023

MALI ADVOCATES LLP

ADVOCATES FOR THE INTENDED INTERESTED PARTIES

DRAWN & FILED BY
MALI ADVOCATES LLP
CYTONN SQUARE, ARGWINGS KODHEK ROAD
KILIMANI
P.O. BOX 100158-00101
NAIROBI, KENYA
litigation@maliadvocates.com

TO BE SERVED UPON:

i. THE OFFICIAL RECEIVER

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IN THE HIGH COURT OF KENYA AT NAIROBI
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NOTICE OF MOTION

(Under Sections 1A, 1B, 3A and 63 (e) of the Civil Procedure Act Cap 21 laws of Kenya, Section 693 of the Insolvency Act, 2015, Order 1 Rule 10 (2) Order 51 Rule 1 of the Civil Procedure Rules ,2010 all other enabling provisions of law)

TAKE NOTICE that on the ..... day of ..... 2023 at 9.00 o'clock in the forenoon or soon thereafter, the Advocate for the Intended Interested Parties will move the Court for **ORDERS: -**

1. **THAT** this Application be certified as urgent, and be heard expeditiously in the first instance.

2. **THAT** this Honourable Court be pleased to join **Birguy Lamizana, Agnes Nkundabagenzi, Samuel Macharia Kweri, Kenneth Mburu Maina, Abel Munda, Tobias Oyanda Otieno, Harold Tangai Mwakio, Aster Ghebreab, David Saunders, Lydia Wanjiku Kamuyu, Japheth Kimanzi Ilako, Josephine Nakayubi, Ngata Dennis Munyinyi, Isaiah Mungai Kamau, Nyamu Wanyoike, Rehman Lakha, Dr. James Mbai, Samuel Gathoga, Bilha Kinyanjui, Philip Muriithi Wanjohi, Evans Lusigi Mugera, Grace**

Wambui Weru, Dr. Grace Gathirua – Mwangi, Gad Ndegwa Kamau, Mary M. Ndegwa, Alfred Kariuki, Clara Muthoni Kariuki, Teresa Lubano, Patrick Igweta, Christian Mwathi, Duncan Mutahi, Anthony Wanjiku , Peter Rimui, Prof. Saitoti Maika, Nahashon Ndiritu, Charles Gichuhi, Isaac Wachira, Getrude Maina, Collins Makunda, Allen Dennis, David Gatende, Edwin Mogere, Esther Njenga, Alex Njiru, Wilkister Magangi, Nicholas Marsh, Jesca Kajuju, Isaac Ngeera, Vipul Tank, Hannif Kassam, Bakulchandra Kothari, Millicent Ndungu, Ronny Thuo, Edwin Karugia, Teresa Lubano, Patrick Igweta, Edwin Dande, Manabo Holdings, Mberakhah Services Limited, Cytonn Properties LLP and Cytonn Umbrella Retirement Benefits Scheme to these proceedings as interested parties.

3. **THAT** pending the inter-parties hearing and determination of this Application, this Honourable Court be pleased to issue an order staying the preservation orders issued in the Ruling dated 6thJanuary 2023 affecting the units at the Alma (owned by the interested parties) as enlisted in the Schedule of Purchasers annexed to this Application.

4. **THAT** pending hearing and determination of the subject insolvency petition, this Honourable Court vary and/or rescind such part of the preservation orders issued in the Ruling dated 6th January 2023 affecting the units at the Alma owned by the intended interested parties, as listed in the schedule of purchasers annexed to this Application.

5. **THAT** this Honorable Court do issue such other directions and/or orders as the Court may deem just and expedient to grant; and

6. **THAT** the costs of this application be in the cause.

WHICH APPLICATION is based on the **GROUNDS: -**

a. **THAT** on various dates prior to issuance of the preservation orders, the intended Interested Parties purchased real estate units on the development known as "The Alma" on the piece of land known as Kiambaa/Ruaka/6667 situate in the County of Kiambu.

b. **THAT** the real estate development known as **"The Alma"**, whose proprietor is **Cytonn Integrated Project LLP**, was preserved pending the conclusion of the liquidation of **Cytonn High Yield Solutions(CHYS)**.

c. **THAT** the Intended Interested Parties are bona fide purchasers for value who had bought both complete and incomplete units, finalized their transactions and were in the process of acquiring title documents for their respective units at the Alma. As such, the blanket preservation order over the entire Alma development, puts their legitimate proprietary interests in jeopardy and prejudices them, as they can no longer conclude the transfer process for their units. Further, the purchasers of incomplete units have been reliant on the revenues generated through the sale of completed units to progress the construction of their units. As it is, the preservation orders have hindered these arrangements, condemning them to waiting for months for the lapse of the liquidation process before the construction of their units is completed.

d. **THAT** a group of the intended Interested Parties were creditors who had invested their monies in the Cytonn High Yield Solutions (CHYS) funds and had agreed to have their investments/debt converted or assigned and have since successfully acquired units of equal value to their investments/debt. As it is, the preservation orders bar any such arrangements from being carried out and the interests of such investors/creditors registered at the lands registry.

e. **THAT** the Intended Interested Parties have direct and substantial interests in the outcome of these insolvency proceedings, as their property rights are intrinsically linked to the Alma development which is among the preserved assets under the liquidation ruling.

f. **THAT** if the preservation orders against the purchased units at the Alma persist, the same shall prove prejudicial to the intended interested parties, as the subject property shall be employed for the purpose of discharging the liabilities of CHYS, thereby infringing the property rights of the intended interested parties, who are bona fide purchasers for value.

g. **THAT** factoring all the above, the intended interested parties stand to suffer prejudice if not enjoined to these proceedings, as any subsequent determinations regarding the Alma property may detrimentally impact their property rights over their units.

h. **THAT** In upholding the equities inherent in the legal framework, this Honorable Court retains the inherent jurisdiction to vary its orders so as to preserve the integrity of the judicial process. In the circumstances, it is only fair and just that this Honourable Court varies and/or rescinds such part of the preservation Orders issued on 6th January 2023 that affects the Unit Buyers of the Alma captioned as Intended Interested Parties.

i. **THAT** the Intended Interested Parties intend to be formally enjoined in the proceedings so that the can ventilate their position in respect to the status quo.

j. **THAT** the intended interested parties are aggrieved by the preservation orders issued by this Honourable Court on the Alma development as they infringe on their constitutional right to own property by stripping their ownership rights without according them a fair hearing to determine whether their respective property rights are valid.

k. **THAT** no prejudice will be occasioned upon the Respondent and other creditors if the orders sought are granted.

AND WHICH APPLICATION is further supported by the Affidavit of **ELVIS LUSIGI MUGERA** and such further grounds, reasons, and/or arguments as may be adduced at the hearing hereof.

DATED at **NAIROBI** this ..... 8th ..... day of ..... October 2023

MALI ADVOCATES LLP
ADVOCATE FOR THE INTERESTED PARTIES

DRAWN & FILED BY:

MALI ADVOCATES LLP
CYTONN SQUARE, ARGWINGS KODHEK ROAD
KILIMANI
P.O BOX 100158-00101
NAIROBI

TO BE SERVED UPON:

i. The Official Receiver

"If any party served does not appear at the time and place above-mentioned such order will be made and proceedings taken as the court may think just and expedient"

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SUPPORTING AFFIDAVIT

I **EVANS LUSIGI MUGERA** of Post Office Box 37915-00100 Nairobi, within the Republic of Kenya do hereby make oath and state as follows;

1. **THAT** I am a male adult of sound mind residing and working for gain within the Republic of Kenya.

2. **THAT** I am a holder of real estate unit No. H-302 on the development known as **"The Alma"** on the piece of land known as **Kiambaa/Ruaka/6667** situate in the County of Kiambu. I swear this Application on my own account and on behalf of the other unit holders at the Alma

3. **THAT** I recently learnt of this Honourable Court's Ruling dated **6th January 2023,** whereby The Alma, whose proprietor is **Cytonn Integrated Project LLP** (one of the SPVs listed in the Creditors' Application dated 19th May 2022), was preserved pending the conclusion of the liquidation of CHYS. ***(Attached herein and marked ELM-1 is a copy of the Ruling and Orders issued by the Hon.***

regarding the subject property may detrimentally impact their property rights over their respective units in the Alma.

9. **THAT** I am advised by my advocates on record, that the doctrine of natural justice mandates that an interested party, including those listed herein, ought to be afforded the occasion to proffer their perspectives, apprehensions, and contentions before this esteemed court to secure the protection of their interests.

10. **THAT** this Application has been filed without inordinate delay, and it is in the interest of Justice that this Application be allowed.

11. **THAT** no prejudice will be occasioned upon the Respondent and other creditors by granting the orders sought.

12. **THAT** it is in the interest of Justice that the prayers sought herein be granted as prayed.

13. **THAT** save as where otherwise stated, the facts stated in this Affidavit are derived from my own knowledge except where stated otherwise, and are true to the best of my knowledge, information and belief.

SWORN at **NAIROBI** by the said
EVANS LUSIGI MUGERA
THIS 9th DAY OF **OCTOBER 2023**
BEFORE ME

KENNETH KIPKOECH
ADVOCATE OF THE HIGH COURT OF
KENYA & COMMISSIONER FOR OATHS
P.O. Box 8418-00200, NAIROBI

.....
Deponent

COMMISIONER FOR OATHS

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TO BE SERVED UPON:
i. THE OFFICIAL RECEIVER

Justice Alfred Mabeya on 6th January in Nairobi Insolvency Petition E063 of 2021; Cytonn High Yield Solutions versus The Official Receiver)

4. **THAT** I am informed by my advocates that all the Intended Interested Parties are bona fide purchasers for value who had bought both complete and incomplete units at the Alma, finalized all transactions and were in the process of acquiring title documents. ***(Attached herein and marked ELM-2 are copies of the various Sale Agreements of the Intended Interested Parties listed herein)***

5. **THAT** I am further informed by my advocates on record, that the blanket preservation orders over the entire assets of Cytonn Integrated Project LLP [The Alma], puts our legitimate property interests in jeopardy and prejudices them, as we can no longer conclude the transfer process for our respective units. Further, I am informed by my advocates that the purchasers of incomplete units have been reliant on the revenues generated through the sale of completed units to progress the construction of their units. As it is, the preservation orders have hindered these arrangements, condemning the affected interested parties to wait for the outcome of the liquidation of CHYS before the construction of their units is completed.

6. **THAT** I am equally informed by my advocates that a group of the intended Interested Parties herein were creditors who had invested their monies in the Cytonn High Yield Solutions (CHYS) funds who had since agreed to have their investments/debt converted or assigned and have since successfully acquired units at the Alma of equal value to their investments/debts. As it is, the preservation orders bar any such arrangements from being carried out and the interests of such creditors registered with the lands registry.

7. **THAT** I believe that if the preservation orders against all the units of the Alma persist, the same shall prove prejudicial to the intended interested parties, as the Alma property shall be employed for the purpose of discharging the liabilities of CYHS, effectively infringing the property rights of the intended interested parties, who stand as bona fide purchasers for value.

8. **THAT** factoring all the above, the intended interested parties stand to suffer prejudice if not enjoined to these proceedings, as any subsequent determinations

SCHEDULE OF THE PURCHASES BY THE INTENDED INTERESTED PARTIES

No.	Purchaser	Unit at the Alma	Purchase Price (KES)
1.	Samuel Macharia Kweri	E-501	12,900,000
2.	Kenneth Mburu Maina	A-305	5,500,000
3.	Abel Munda (For Mundainvest Company Limited)	H-207	8,000,000
4.	Harold Tangai Mwakio	A-605	5,500,000
5.	Aster Ghebreab	J-705	15,600,000
6.	David Saunders	E-103	16,500,000
7.	Lydia Wanjiku Kamuyu	D-304	10,700,000
8.	Japheth Kimanzi Ilako	J-407	15,700,000
9.	Robert Ndugwa & Josephine Nakayubi	D-410	7,900,000
10.	Ngata Dennis Munyinyi & Isaiah Mungai Kamau	J-1001	18,400,000
11.	Nyamu Wanyoike	B-505	9,000,000
12.	Rehman Lakha	B-903	7,500,000
13.	Dr. James Mbai	A-606	9,000,000
14.	Samuel Gathoga	D-506	10,800,000
15.	Dr. James Mwangi Murage & Dr. Grace Gathirua – Mwangi	D-504	8,550,000
16.	Philip Muriithi Wanjohi	C-101	10,500,000
17.	Evans Lusigi Mugera	H-302	16,600,000
18.	Grace Wambui Weru	B-605	7,650,000
19.	Gad Ndegwa Kamau & Mary M. Ndegwa	D-1004	7,900,000
20.	Alfred Kariuki & Clara Muthoni Kariuki	A-803	9,000,000
21.	Teresa Lubano & Patrick Igweta	G-601	7,500,000
22.	Christian Mwathi	F-203 F-302 F-401 F-502	54,800,000
23.	Duncan Mutahi	H-609	10,600,000
24.	Anthony Wanjiku	H-1002	12,400,000
25.	Peter Rimui	J-201	12,400,000
26.	Prof. Saitoti Maika	F-103	9,000,000
27.	Nahashon Ndiritu	H-401 H-601	31,920,000
28.	Charles Gichuhi	A-406 J-301	34,538,432
29.	Isaac Wachira Macharia	F-603	13,800,000
30.	Getrude Maina	A-302 C-601 F-903 D-1002	
31.	Collins Makunda	H-708	5,800,000
32.	Allen Dennis	D-309 D-403 D-405 D-407 D-507 D-603 D-802 D-1003	94,575,990
33.	David Gatende	B-701 D-103 D-208 and B-701	
34.	Edwin Mogere	H-301	17,800,000
35.	Esther Njenga	D-307	12,600,000
36.	Alex Njiru	J-608	11,610,000
37.	Wilkister Magangi	A-501	
38.	Nicholas W. Marsh	B-901	7,500,00

39.	Jesca Kajuju Kaburia & Isaiah Mworia Ngeera	D-110	12,500,000
40.	Vipul Tank	D-401	10,800,000
41.	Hanif Kassam	F-301 F-503 D-205 J-706 J-507 E-702 F-703 E-702 J-801	152,999,700
42.	Bakulchandra Kothari & Prafulla Kothari	E-403	8,100,000
43.	Millicent Ndungu	H-208	7,000,000
44.	Ronny Wairimu Thuo	J-508	14,653,000
45.	Edwin Karugia Thuo	J-408	14,653,000
46.	Teresa Lubano & Patrick Igweta	G-601	7,500,000
47.	Edwin Dande	D-908,C-903 and D-908	
48.	Manabo Holdings	D-803	
49.	Mbcrakhah Services Limited	A-503 C-102 D-809 D-705 G-902 B-105 F-303 G-603 C-402 F-40	
50.	Cytonn Properties LLP	J-904 J-108 H-1004 J-1002 J-1004 B-804 H-1003	126,500,000
51.	Cytonn Umbrella Retirements Benefits Scheme	H-308	8,100,000

REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NAIROBI

COMMERCIAL AND TAX DIVISION

INSOLVENCY PETITION NO. E063 OF 2021

CYTONN HIGH YIELDS SOLUTIONS LLP

(IN ADMINISTRATION) …….…… APPLICANT

- VERSUS –

OFFICIAL RECEIVER ……. RESPONDENT

R U L I N G

1. This ruling determines two applications, namely, one dated 19/5/2022 by the creditors and the one 5/10/2022 by the Administrator. I propose to consider the creditors' application first.
2. The Motion by the Creditors dated 19/5/2022, was brought under ***Order 51 Rule 1 of the Civil Procedure Rules, Section 3A and 63(c) of the Civil Procedure Act, Sections 597(1)(2)(a) of the Insolvency Act 2015***. It sought the termination and lifting of the Administration of Cytonn High yields Solution ("CHYS").

3. It also sought orders for the preservation of the assets/projects identified as; the **Alma, Applewood/Miotoni, Riverrun, Ridge and Taraji** all indicated as available for Administration in the affidavit and Petition and have them put in the custody of the Official Receiver. The application also sought that they be allowed to enforce the corporate guarantee.
4. The grounds for the application were set out on the face of the application and in the supporting affidavit sworn by a creditor **JOHN BOSCO MATHEKA**. It was the applicants' case that since his appointment, the Administrator had not undertaken anything substantial in the Administration. That in a virtual meeting held with the Administrator, the Creditors' Committee had raised certain questions arising from the Statement of Proposal but to-date the same had not been responded to. That he had failed to obtain relevant information pertaining to the company on the basis that the management denied him the same.
5. That the management of the company had continued to be in operation of the company even after Administration order. The company had continued to advertise for conversions as well as advertising some assets for sale. That the Administrator had not revealed to the Court and to the creditors that two months prior to the Administration order, he had engagement with the company.

6. The respondent opposed the application vide a replying affidavit dated 23/6/2022 sworn by **EDWIN HAROLD DAYAN DANDE**. He contended that the Administration was meritorious as the company was unable to repay investments of **Kshs 5,933,285,632/-** which by 31/7/2021 had matured. That the purpose of Administration was to provide an avenue for a credible balance sheet, restructuring CHYS debt as well as establishing whether the company's debt obligations could be successfully restructured.
7. That the Creditors had stayed the agenda 2 of the first creditors meeting and therefore could not accuse the Administrator of not taking the right steps in the Administration. He averred that the Administrator had disclosed that he was previously been engaged by CHYS before commencement of the administration in his affidavit dated 30/9/2021 where the company consulted the Administrator on the necessary steps to commence Administration as well as his consent for administration.
8. He averred that the applicants had referred to the Special Purpose Vehicles (SPVs) which however were separate legal entities that were not under Administration. That the SPVs were not part of the proceedings and ought not be condemned unheard and they were not prohibited from dealing with their own assets by virtue of the Administration order.

9. He stated that, the SPVs were allowed to get into contracts for assignment of CHYS's debts in exchange for real estate units just as other creditors were allowed to do. That the SPVs did not require permission from the Administrator to deal with their own assets.

10. The application was also opposed by the Administrator through his replying affidavit sworn on 8/7/2022. He stated that during the first creditors' meeting, the Creditors' Committee was formed and the members of the committee were advised on their role and the documents they were required to sign.

11. That they were given the consent to act, nondisclosure agreement, guidance note and the code of conduct. That only four members signed the nondisclosure agreement and four of them had not signed the guidance note and the code of conduct thus hampering the workings of the Creditors Committee. He further contended that CHYS raised funds from the SPVs which in turn acquired the assets and that he had made demands for repayments to the various SPVs. He stated that his Statement of Proposal demonstrated that the company could not be rescued as a going concern.

12. The application was canvassed by written submissions which I have carefully considered and need not reiterate them here in full. The applicants' submissions were dated 7/7/2022 while those of the respondent were dated 8/9/2022.

13. The respondent submitted that the Creditors' Committee seemed to be unaware of its role. It was constituted to assist him and not supervise him. It had no capacity to commence proceedings against him.

14. For the applicants, it was submitted that there was ongoing dealings with the assets that were available for Administration whereby CHYS was selectively approaching some creditors to convert their debt into apartments. According to them, this would prejudice the rest of the creditors. That the SPVs had refused to pay the Loan Notes. That the assets had been registered under separate legal entities but remained under the full control of the directors of Cytonn Investment Management Plc (CIMP) and its related entities which continued to deal with the assets in a manner prejudicial to the creditors.

15. It was submitted that the dealings by **Edwin Harold Dayan Dande** with the assets without the Administrator's consent amounted to improper motive. That although the Administrator had been in office for seven months, he had not taken charge of the assets that were listed for Administration. That the creditors had beneficial interest in the assets held by the SPVs.

16. I have carefully considered the application, the responses and the written submissions by the parties. I have also considered the entire record. The main issue for determination is whether the applicants have made out a case for the termination and the lifting of the Administration of CHYS.

17. Their contention was that the Administrator had not done anything substantial to aid in the Administration. He had failed to answer questions raised to him and that the management of the company continued to be in control even after the Administration Order. The Administrator contended that the Administration had been in fact stalled by the Creditors Committee whose members failed to sign the required documents such as the nondisclosure document, the code of conduct among others. That the SPVs were separate legal entities that got into contracts for assignment of CHYS's debts in exchange for real estate units just as other creditors were allowed to do. That the project did not require permission from the Administrator to deal with their own assets.

18. The Motion was founded on ***sections 597(1)(2)(a) of the Insolvency Act 2015*** which provides that -

> ***"(1) A creditor of a company that is under administration may make an application to the Court for an order terminating the appointment of an administrator of the company.***
>
> ***(2) An application under subsection (1) may be made only if it alleges an improper motive-***
>
> ***(a) in the case of an administrator appointed by the Court- on the part of the applicant for the order; or***

(b) in any other case-on the part of the person who appointed the administrator".

19. From the foregoing, it is clear that the burden was on the creditors to show that the conduct of the Administrator warranted his removal. The question therefore is whether the applicants have demonstrated that there was improper motive by the Administrator in carrying out the Administration of the company.

20. My view is that, improper motive is to be discerned from the actions and/or inaction of an Administrator which when viewed against the objectives of Administration under the ***Insolvency Act*** falls short of those objectives or put in another way, improper motive is when the Administration is carried out in a way that defeats the purpose of Administration.

21. The objectives of Administration are set out in ***section 522 of the Insolvency Act*** **(the Act)** as follows: -

"(1) …

(a) to maintain the company as a going concern;

(b) to achieve a better outcome for the company's creditors as a whole than would likely to be the case if the company were liquidated (without first being under administration);

(c) to realize the property of the company in order to make a distribution to one or more secured or preferential creditors.

(2) Subject to subsection (4), the administrator of a company shall perform the administrator's functions in the interests of the company's creditors as a whole.

(3) The administrator shall perform the administrator's functions with the objective specified in subsection (1)(a) unless the administrator believes either—

(a) that it is not reasonably practicable to achieve that objective; or

(b) that the objective specified in subsection (1)(b) would achieve a better result for the company's creditors as a whole.

…"

22. On 6/10/2021, CHYS applied to be placed under administration. At that time, the company disclosed that the amount contributed by 3,116 creditors was **Kshs.11,172,133,445/-.** The Company pleaded for an Administration order to give it a breathing space for '*balance sheet restructure and preservation of value'* of the assets of the Company.

°

23. From the foregoing, it is clear that the Administration was supposed to either maintain the Company as a going concern, achieve a better outcome for the company's creditors or realize the property of the company for distribution. These objectives ought to have been achieved against the backdrop that the interests of the creditors as a whole was central in the Administration process.

24. It is on that basis that an Administration Order was made on 6/10/2021 and **Mr. Kereto Marima** appointed as the Administrator. The said Administrator had been proposed by the Company itself.

25. In his replying affidavit sworn on 8/7/2022, the Administrator set out the actions he had undertaken since the commencement of the Administration. He had filed the relevant notices on his appointment. He had undertaken the verification of claims and developed a Statement of Proposals which recommended an orderly wind down of the CHYS. That he had frequently updated the creditors and the last update was on 26/5/2022 and that he had sought legal opinions on various issues that affected the company.

26. However, the Administrator did not disclose that he had not informed the Creditors as to how much assets of CHYS were in his possession or under his control. He never disclosed the assets, if any, he had recovered from or safeguarded for the company for distribution, neither did he state what he was

actively doing to protect the interests of the Creditors. What the Administrator deposed in his affidavit was that he had made several demands to various SPVs demanding for repayment but had received nothing.

27. As at 7/12/2022, when the matter came up for mention to extend the Administration and seek clarification from the Administrator, there was no evidence to show that the Administrator was actively pursuing the recovery of the amount owed or what he had done to recover anything from the SPVs.

28. It should be remembered that the Creditors accuse the Administrator of being complacent and not taking control of CHYS. That the operations of CHYS were still under the direction and control of the Company directors notwithstanding the Administration order. That he had failed to disclose to the Court that immediately before the petition for Administration was made, he had dealt with the Company. These allegations made on oath were neither rebutted nor denied. Indeed, it was alleged that the directors of the Company were selectively enticing some creditors to take out assets in projects developed by monies lent out by CHYS in settlement of the debts.

29. The Court was not satisfied with the explanation given on how he had dealt with the Company prior to his engagement as a potential Administrator. Although he was appointed by the Court, it behooved him to act professionally

and not to be under the control and direction of those who proposed his appointment.

30. It is therefore no wonder that even after the Administration order, **Edwin Harold Dayan Dande,** who describes himself as the Chief Executive Officer of CIMP is the one swearing and filing affidavits.

31. Further, the Court is alive to the fact that during the first Creditors' meeting meant for March, 2022, the Creditors bitterly complained about the short notice the Administrator had issued to them. The same was less than 24 hours. They were to consider and vote on the Statement of Proposal running up-to 75 pages. Indeed, they came to Court and stayed one of the agendas.

32. In allowing the stay, this Court observed: -

> ***"Having listened to the administrator, I am not satisfied that the time given to the creditors to interrogate the Statement of Proposal is reasonable. At least there should have been a minimum of 7days before the body of creditors can be required to interrogate the administrator on the proposal and vote on the same.***
>
> ***As already stated, this is a matter of public interest. The number of creditors involved, the Interest the matter has generated, it***

would be unfair to expect the creditors to fully and meaningfully participate in the deliberations with the short notice given.

Accordingly, I am inclined to allow prayer no.2 – that agenda (iii) be suspended for a period not exceeding 45 days- from 2/3/2022 ….

It is upon the Administrator to at all times act in the best interests of the creditors. That includes giving them all the reasonable materials required and within a reasonable time as the administration of the company moves forward."

33. Despite that clear direction by the Court, the Administrator never yielded. He was later on, in the present application, accused by the Creditors of having refused and/or failed to answer certain questions put to him by the Committee. His feeble and unsatisfactory answer was that, certain members had refused to sign and return certain documents he required of them. These included issues of confidentiality etc. That won't do. The Administration process is there for the benefit of the Company and all its creditors. He should have come to Court for directions. It is the Court which would have given directions on what to do in the circumstances.

34. The Court notes that the original period of 12 months of Administration has come to an end. Nothing substantial has been done. Monies in excess of **Kshs.11 billion** contributed by the members of the public numbering over 3000 has sunk and not a dime has either been recovered or any effort shown by the Administrator to recover the same.

35. He is dilly dallying and doing absolutely nothing towards achieving any of the objectives of the Administration. He stated that he only had Loan Notes given by SPVs which he had demanded but received nothing. He never stated when he allegedly made the demands; to who and how much he demanded; what the response was and what action he had taken or intended to take in view of the recalcitrant position taken by the SPVs.

36. The SPVs are under the control and direction of **Edwin H. Dande,** the Chief Executive Officer of the Company? They are all "Cytonns".

37. From the foregoing, it is clear to this Court that the actions and inactions of the Administrator were not in the best interest of the Creditors. They were contrary to the objectives of the Act. The Administrator was more shielding the promoters of the Company than acting in the best interest of the Company and the creditors. In delaying to recover what was owed to CHYS, that was highly prejudicial to the Creditors.

38. The applicants have also sought for preservation orders of the assets/projects disclosed as **Kilimani Asset, The Alma, Applewood/Miotoni, Riverrun, Wasini/ Cysuites, Superior Homes, Athi river Asset, The Alpha and Taraji** and have them put under the custody of the Official Receiver. This has been opposed on the grounds that those projects belong to other entities and that it would be against the rules of natural justice.

39. It was the respondent's contention that the SPVs were registered under different entities and were not under the control of the Company.

40. From the Administrator's Statement of Proposal, dated 28/2/2022, he disclosed that CHYS was owed a total of **Kshs 5,808,831,300/-** from the following SPVs as at 6/10/2021.

a) Cytonn Intergrated Project LLP, **The Alma – Kshs. 1,437,277,107/-**

b) Cytonn Investments Partners Five LLP, **Riverrun – Kshs. 535,897,103/-.**

c) Cytonn Partners Eleven LLP, **Ridge – Kshs. 33,144,258/-.**

d) Cytonn Investments Partners 12 LLP, **Riverrun – Kshs.295,921,551/-.**

e) Newtown Mystic Plains, **– Kshs 60,534,764**

f) CIPS Four LLPS, **Athi river – Kshs 236,294,957**

g) Cytonn investment Partners Twenty LLP**, Cysuites - 187,385,636.**

h) Cytonn Investment Partners Ten LLP, **Taraji heights - Kshs 53,889,634/=**

i) Cytonn Investment Partners Sixteen LLP, **Kilimani- Kshs 1,730,867,063/=**

j) Cytonn Investment Partners Fifteen LLP**, Superior Homes -Kshs 383,985,131/=**

k) Cytonn Investment Partners Three LLP, **Amara- Kshs 502,860,365/=**

41. The evidence on record shows that the monies paid by the creditors of CHYS was sunk in these projects. There are no securities held by way of Charges for the loans lent to these SPVs.

42. It may be that the said SPVs are separate entities and independent of the CHYS but not the projects. This Court respects and salutes the rules of natural justice. No man should be condemned unheard. However, there is a higher calling of justice and fairness while effecting these rules. In the circumstances where a party can still be heard, a Court of law and/or equity may temporarily restrain a party from dealing with its property awaiting an opportunity for it to put forward its case.

43. In the present case, the Administrator has confessed that he has been unable to realize and recover the Loan Notes. All he has as assets for the Company are Loan Notes (mere pieces of paper he's been unable to enforce?). In my view,

under the Common Law doctrine of tracing, the Creditors would be entitled to trace their funds into these projects. Let those properties be conserved/protected awaiting the realization of the assets of CHYS. Ruling otherwise would be to abate a possible fraud upon the Creditors. This would be so because, the so SPVs may dispose of those projects to the extreme prejudice of the Creditors whose monies was used to acquire them.

44. At the time of liquidation, those entities would be given a hearing either to dispute the Loan Notes or pay up the same. The Court must be sensitive and alive to the plight of over 3000 members of the public who sank their over **Kshs.11 Billion** into these projects and therefore lean towards a lesser evil, which is to preserve those assets for the time being.

45. I have come to the conclusion that, the Creditors interests was not taken into account and the Administration is still under the initial stages. No satisfactory explanation has been given for the inordinate delay. By virtue of ***section 580 of the Act,*** the Administrator had the power to take any action which was likely to contribute to the effective and efficient management of the affairs and property of CHYS. He has not performed his said duty to the satisfaction of the Court.

46. In his affidavit, he admitted that CHYS cannot be rescued as a going concern because it has no credible funding model. In this case, there is no likelihood of turning the company around and therefore there is no justification of extending the term of the Administrator or appointing a new one.

47. In **re Nakumat Holdings Limited [2017] eKLR** it was held: -

> ***"The Company is evidently unable to pay its debts. For all the reasons stated in this ruling, the Company, in my judgment, has however not shown to the required standard that an administration order is reasonably likely to achieve an objective of administration. I am not satisfied that this is a case for administration for the following additional reasons.***
>
> ***The level of indebtedness may be beyond salvage and neither the company nor the administrator has taken the time to address this. Secondly, there has been a lack of candor on the part of the company which in my judgment appears to have been intended to only benefit the company, yet administration as a process ranks both the company and creditors in any rescue mission on equal footing".***

48. In the present case, it is not in dispute that CHYS is seriously ailing and the creditors have suffered and continue to suffer as CHYS is unable to pay what it owes them. The Administration has not worked and the Court is of the view that the viable option would be to liquidate the company.

49. Apart from the prayer by the Creditors to place the CHYS under the Official Receiver, there is before me an application for extension of the Administration. I would treat the same as an application under ***section 533 of the Act*** and make an order for liquidation.

50. ***Section 533 of the Insolvency Act*** gives the Court the power to treat an administration application as a liquidation application and make any order that the Court would make under ***section 426 of the Act***. It provides: -

> ***"1) On hearing an application for an administration order in respect of a company, the court may***
>
> ***a) …***
>
> ***…***
>
> ***(e) treat the application as a liquidation application and make any order that the Court could make under section 426;***
>
> ***(f) make any other order that the Court considers appropriate."***

51. In the premises, I find merit in the application by the Creditors dated 19/5/2022 and I allow the same to the extent that: -

a) The Administration of CHYS is hereby terminated and is hereby placed under liquidation.

b) Since the current Administrator has shown to be very accommodative to the promoters of CHYS to the detriment of the Creditors, I hereby appoint the Official Receiver as the Liquidator of the Company. The Administrator to forthwith surrender to the Official Receiver all the properties and belongings of CHYS as well as the documents relating to the Administration.

c) The properties set out in the Motion dated 19/5/2022 are hereby ordered to be preserved until the Liquidation is concluded.

d) In view of what I have found above, the application dated 5/10/2022 for extension of the Administration is hereby declined and dismissed with costs.

e) The pending ruling on all applications for leave to proceed with executions and/or other legal proceedings is hereby arrested to await the process of Liquidation. All those claims be lodged with and be proved before the Liquidator.

It is so ordered.

DATED and **DELIVERED** at Nairobi this 6th day of January, 2023.

A. MABEYA, FCIArb

JUDGE

ELM 2

DATED_____20

CYTONN INTEGRATED PROJECT LLP

-to-

SAMUEL MACHARIA KWERI

Apartment No. E-501, The Alma, Ruaka

Title Number: Kiambaa/Ruaka/6667

DRAWN BY:-

TAIBJEE AND BHALLA ADVOCATES LLP
THE ADDRESS, 10TH FLOOR
MUTHANGARI DRIVE
OFF WAIYAKI WAY
P O Box 10161-00100
NAIROBI
www.tandbadvocates.com

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

(2) **SAMUEL MACHARIA KWERI** of 7770 Benavon Rd L4T 3G3 Mississauga ON (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include the Purchaser's personal representative and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number E-501 on the 5th Floor in Block E of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Twelve Million Nine Hundred

Thousand (K.Shs. 12,900,000/=) and shall have the same meaning as the ''**Purchase Price**", and is made up of two (2) components:

a) the Cash Deposit – in the sum of Kenya Shillings Eight Million Two Hundred and Fifty Eight Thousand Three Hundred and Thirty Seven (K.Shs. 8,258,337/=); and

b) the Assignment Amount in the sum of Kenya Shillings Four Million Six Hundred and Forty One Thousand Six Hundred and Sixty Three (K.Shs. 4,641,663/=);

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means twenty-one (21) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means

r) "**Vendor's Advocates**" means Taibjee and Bhalla Advocates of The Address, 10th Floor, Muthangari Drive, off Waiyaki Way and P.O Box 10161-00100 Nairobi;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs

PROVIDED THAT such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. The sum of Kenya Shillings Twenty-Five Thousand (KES **25,000.00**) Only on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges)*;

3.2.2. The cash deposit of the Lease Premium being the sum of Kenya Shillings Eight Million Two Hundred and Thirty Three Thousand Three Hundred and Thirty Seven (K.Shs. 8,233,337/=) Only shall be payable as follows:

3.2.2.1. The sum of Kenya Shillings One Million Two Sixty Five Thousand (K.Shs. 1,265,000/= Only shall be paid in cash on or before 10th April 2022, upon the Purchaser's execution of the Letter of Offer within thirty (30) days, and together with the reservation deposit shall constitute the agreed 10% Deposit in respect of the Lease Premium;

3.2.2.2. The first instalment of Kenya Shillings Three Million Four Hundred and Eighty Four Thousand One Hundred and Sixty Five and Fifty Cents (K.Shs. 3,484,168.50 Only shall be payable on/before 10th May 2022;

3.2.2.3. The Second instalment of Kenya Shillings Three Million Four Hundred and Eighty Four Thousand One Hundred and Sixty Five and Fifty Cents (K.Shs. 3,484,168.50 Only shall be payable on/before 10th June 2022;

3.2.3. The Assignment Amount in the sum of Kenya Shillings Four Million Six Hundred and Forty One Thousand Six Hundred and Sixty Three (K.Shs. 4,641,663/= shall be paid from the proceeds of the distribution due to the Purchaser ("the Benefit"), as a CHYS creditor under client code 6180. The due date shall be the date the Administrator issues the relevant consents or pursuant to any proposal of the Administrator, as approved by the creditors. The Purchaser will therefore, together with signing the Agreement for Lease perform the following actions to ensure the Vendor receives the Assignment Amount:

3.2.3.1. Designate a person nominated by the Vendor (Cytonn Integrated Project LLP) as its Authorised Contact Person for the purposes of the Administrator. The Purchaser shall give proof to the Vendor of such notification to the Administrator;

3.2.3.2. Execute a Proxy Form in favour of the Vendor or its nominee (Cytonn Integrated Project LLP);

3.2.3.3. Deliver a duly signed but undated Proof of Debt in the form contemplated

in Law with the Vendor's account details being designated as the relevant account details.

3.2.4. The outstanding amounts shall be payable by the due date being the dates indicated in clause 3.2.2 failing which any outstanding amounts shall attract interest at the rate of eighteen percent (18%) per annum to be calculated on daily balances from the due date until payment in full, both days inclusive.

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name	: **Cytonn Integrated Project LLP**
Account No	: **0212307282001**
Bank	: **SBM BANK**
Branch	: **RIVERSIDE DRIVE**
Swift Code	: **FCBLKENA**

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5. The Purchaser shall accept the Assignment Amount to be channeled towards the purchase of the Property.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of the PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. a certified copy of the Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. certified copies of the Vendor's Directors' Passports /Identity Cards and PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.11. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price from the paid up cash installment shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor

will not have any further claim against the Purchaser). In relation to any Assignment Amounts, for which the Vendor, has received benefit, the Purchaser shall only receive an amount equivalent to the benefit received but only after successful resale of the Property. The other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a 3% commission payable to estate agents on such subsequent re-sale as well as an administration fee of Kshs. 40,000) and this Agreement shall then absolutely determine.;

5.1.3. take legal action for specific performance.

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind this Agreement or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this Agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and

quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due for payment within 90 days from the date of reservation. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's

nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty percent (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and a resale commission of three percent (3%) of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the

specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent

authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This Agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to **rei@Cytonn.com** (for the Vendor) and **skweri@yahoo.com** (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the

Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
Authorised Representative).....
)
)
Authorised Representative).....

CIP-693

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____

Advocate

SIGNED and **DELIVERED**)
by the Purchaser, the said)
SAMUEL MACHARIA KWERI)
)
in the presence of:).....
)

SANJAY MALIK
Barrister, Solicitor & Notary Public
7215 Goreway Drive, Unit # 1809
Mississauga, Ontario, L4T 2T9
Canada. Ph: 905-672-7529

Witnessed as to Signature ONLY
- No Advice Sought or Given

ADVOCATE

I certify that I was present and saw the Purchasers **SAMUEL MACHARIA KWERI** duly sign this Agreement.

_____
Advocate

SANJAY MALIK
Barrister, Solicitor & Notary Public
7215 Goreway Drive, Unit # 1809
Mississauga, Ontario, L4T 2T9
Canada. Ph: 905-672-7529

FIRST SCHEDULE

The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE

Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE

Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	KES 129,000/=
Disbursements	KES 5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	KES 21,440/=
Registration fees on the Lease and official search	KES 6500/=
Valuation fees	KES 15,000/=
TOTAL	**KES 176,940/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 516,040/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	KES 19,500 @ 6,500/= a month
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
CCTV Installation Fee by the Management Company	KES. 15,000/=

DATED 9TH SEPTEMBER 2016

CYTONN INTEGRATED PROJECT LLP

-to-

KENNETH MBURU MAINA

AGREEMENT FOR LEASE

for

Apartment No. A305,
Th Alma, Ruaka

DRAWN BY:-

CJW Advocates,
Suite 1, Wing D,
3rd Floor, Galana Plaza,
Galana Road, Kilimani,
P.O. Box 76103-00508,
Nairobi, Kenya

J. W. NDUATI & ASSOCIATES
P. O. Box 27970 - 00100
NAIROBI

THIS AGREEMENT is made on the 4th day of September 2016 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **KENNETH MBURU MAINA** of Post Office Box Number 61292-00100, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of all those parcels of land situated in Kiambu County, Ruaka, which are more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor will cause or has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "*The Alma*";

(B) The Vendor is currently in the process of amalgamating the Property into one (1) parcel of land on which the Project shall be developed;

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means the one (1) bedroom apartment numbered A305 of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan to be annexed onto the Lease and shaded in red together with one (1) parking bay;

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the **"Architect"** means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(d) the **"Building Documents"** means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

(e) the **"Certificate of Practical Completion"** means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(f) **"Defect"** means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

(g) the **"Defects Liability Period"** means a period of six (6) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

(h) **"Delaying Factor"** means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

(i) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(j) **"Interest Rate"** means the base lending rate published by the Standard Chartered Bank of Kenya Limited from time to time or, if no base rate is published, at the rate published by the Central Bank of Kenya from time to time plus five percent (5%);

(k) the **"Lease"** means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3 (f) hereof);

(l) the **"Planning Permission"** means the detailed planning permission for the carrying out of the Works;

(m) the **"Practical Completion Date"** means the date falling twenty one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(n) the **"Lease Premium"** means the sum of Kenya Shillings Five Million Five Hundred Thousand (K.Shs. 5,500,000/-);

(o) the **"Purchaser's Advocates"** means G.N. Kihungi & Company Advocates, Vision Plaza, 5th Floor, Office Suite no. 30 and of Post Office Box Number 2028-00100, Nairobi;

(p) the **"Vendor's Advocates"** means CJW Advocates, Galana Plaza, 3rd Floor, Suite 1-Wing D, Galana Road, Kilimani, P.O. Box 76103-00508 Nairobi;

(q) the **"Works"** means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(r) words importing one gender shall be construed as importing the other gender and the neuter;

(s) words importing the singular shall be construed as importing the plural and vice versa;

(t) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(u) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

(a) The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and
(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(b) The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;
(ii) in accordance with the terms of all Approvals;
(iii) in accordance with the Building Documents;
(iv) to a standard reasonably expected on such works in the building industry in Kenya; and
(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3 (b).

(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Lease Premium as follows:

(i) The sum of Kenya Shillings Five Hundred and Fifty Thousand (K.Shs. 550,000/-) being ten percent (10%) of the Lease Premium (the "Deposit"), to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

(ii) The sum of Kenya Shillings Four Million Nine Hundred and Fifty Thousand (K.Shs. 4,950,000/-) being the balance of the Lease Premium (the "Balance"), shall be paid in installments as follows:

- The first installment of Kenya Shillings Five Hundred and Fifty Thousand (K.Shs. 550,000/-) shall be paid on or before 31st January, 2016;
- The second installment of Kenya Shillings One Million One Hundred Thousand (K.Shs. 1,100,000/-) shall be paid on or before 31st July, 2016;
- The third installment of Kenya Shillings One Million One Hundred Thousand (K.Shs. 1,100,000/-) shall be paid on or before 31st January, 2017;
- The fourth installment of Kenya Shillings One Million One Hundred Thousand (K.Shs. 1,100,000/-) shall be paid on or before 31st July, 2017;
- The fifth installment of Kenya Shillings Five Hundred and Fifty Thousand (K.Shs. 550,000/-) shall be paid on or before 31st January, 2018;
- The final installment of Kenya Shillings Five Hundred and Fifty Thousand (K.Shs. 550,000/-) shall be payable on or before 31st July, 2018, but however subject to the issuance of the Certificate of Practical Completion;

(iii) The said installments are payable by the due dates, failing which the amounts overdue shall accrue interest at the Interest Rate.

(iv) All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0220948004
Bank:	Diamond Trust Bank
Branch:	Lavington Curve
Swift Code:	DTKEKENA

(c) The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment.

(d) If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

(i) the Purchaser shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

(ii) the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within 28 days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 (e) shall apply.

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates.

(f) The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates.

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) The instrument of Lease (in triplicate);
(ii) a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and
(iii) a copy of the Certificate of Practical Completion.

(b) On or before the Practical Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

(i) the Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchaser;
(ii) copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser
(iii) a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and
(iv) payment of all amounts on account of the payments outlined in the Third Schedule. The legal fees shall however be payable upon execution of this Agreement.

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

(d) The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) the original Certificate of Lease in respect of the Apartment;
(ii) one counterpart of the duly stamped and registered Lease;
(iii) The original receipts in relation to the stamp duty and registration fees paid for the Lease.

(f) The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchaser, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchaser shall be entitled, without prejudice to any other rights and remedies available to him, to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchaser the Lease Premium or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty(60) days thereof.

(c) If after the Purchaser has received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required to be delivered under clause 4(a) the Purchaser fails to pay the balance of the Lease Premium due to the Vendor the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring him to comply with his obligations to pay the balance of the Lease Premium under this agreement within twenty one (21) days of the date of service of the notice on the Purchaser.

(d) Time shall be of the essence in this Agreement.

(e) If the Purchaser fails to comply with a notice served upon him under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Lease Premium being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall after the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Apartment including all commissions payable to estate agents on such subsequent re-sale) refund to the Purchaser other payments

(if any) paid by the Purchaser to the Vendor (less a further amount being the Vendor's Advocates' fees which shall be payable by the Purchaser for such failed transaction) without interest thereon and this Agreement shall then absolutely determine.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at his own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3(b) and 4(b) as at the Practical Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Practical Completion Date.

8. Conditions

The Apartment is sold subject to:

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (1989 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not assign, share, part with or dispose of or deal with his interest under this Agreement or any part thereof without the prior written consent of the Vendor and on such terms and conditions as the Vendor may in its absolute discretion require;

(b) such nomination shall not absolve the Purchaser from the Purchaser's liabilities under this Agreement the provisions of which shall be binding on the Purchaser regardless of such power to nominate and/ or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchaser shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination.

12. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

13. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Lease Premium.

14. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

15. Waiver

(a) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(b) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(c) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17. Entire Agreement

(a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

(b) Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

18. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

19. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission provided that an advance copy of such notice shall be sent to the recipient by way of electronic mail or delivered by hand to the offices of the recipient's advocates.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw ROBERT MWEBI and ZULAIKHA PEKOW being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Advocate

SIGNED, SEALED and **DEVLIVERED**
by the Purchaser the said

KENNETH MBURU MAINA

in the presence of:

GRACE N. KIHUNGI
ADVOCATE
P.O. BOX 2028-00100,
NAIROBI

ADVOCATE

I certify that I was present and saw the Purchaser KENNETH MBURU MAINA duly sign this Agreement.

GRACE N. KIHUNGI
ADVOCATE
P.O. BOX 2028-00100,
NAIROBI

Advocate

FIRST SCHEDULE
The Property

ALL THOSE ten (11) parcels of land known as:

1. Title Number Kiambaa/Ruaka/5188;
2. Title Number Kiambaa/Ruaka/5202;
3. Title Number Kiambaa/Ruaka/5203;
4. Title Number Kiambaa/Ruaka/5907;
5. Title Number Kiambaa/Ruaka/5908;
6. Title Number Kiambaa/Ruaka/5917;
7. Title Number Kiambaa/Ruaka/6016;
8. Title Number Kiambaa/Ruaka/3972;
9. Title Number Kiambaa/Ruaka/3973;
10. Title Number Kiambaa/Ruaka/5918; and
11. Title Number Kiambaa/Ruaka/965

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees And Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	55,000
Disbursements	15,000
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	11,200
TOTAL	**81,200**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS.)
Stamp Duty (4% of the Purchase Price	220,000

subject to the provisions of the law and assessment of the Premises by the Government Valuer)	
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000
Initial Service Charge plus 3 months Deposit	18,000/= @ 3,000 a month
Installation of Electricity meter a/c	5,000
Installation of Water meter a/c	5,000

DATED_____20__

CYTONN INTEGRATED PROJECT LLP

-to-

MUNDINVEST COMPANY LTD

AGREEMENT FOR LEASE

Apartment No. 207, Block H

The Alma, Ruaka

DRAWN BY:-

TAIBJEE AND BHALLA ADVOCATES LLP
THE ADDRESS, 10TH FLOOR
MUTHANGARI DRIVE
OFF WAIYAKI WAY
P O Box 10161-00100
NAIROBI
www.tandbadvocates.com

T&B

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **MUNDINVEST COMPANY LTD** of Post Office Box Number 51996-00200 Nairobi Kenya (hereinafter referred to as the "**Purchasers**" which expression shall where the context so admits include the Purchasers' personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "the Bank ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number H-207 on the 2nd Floor in Block H of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Eight Million (**K.Shs.** 8,000,000/=) and shall have the same meaning as ''**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling twenty-one (21) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means

r) the "**Vendor's Advocates**" means Taibjee and Bhalla Advocates of The Address, 10th Floor, Muthangari Drive, off Waiyaki Way and P.O Box 10161-00100 Nairobi;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Lease Premium as follows:

a) The Purchaser has paid the sum of Kenya Shillings Twenty Five Thousand (K.Shs. 25,000/=) on account of reservation deposit, receipt whereof the Vendor acknowledges at the execution of the Letter of Offer);

b) The sum of Kenya Shillings Seven Hundred and Seventy Five Thousand (K.Shs. 775,000/=) which is payable in cash on/before 17th April 2022 and which together with the reservation deposit shall constitute the agreed 10% Deposit in respect to the Purchase Price;

c) The sum of Kenya Shillings One Million Nine Hundred and Twelve Thousand and Five Hundred (K.Shs. 1,912,500/=) being the first installment, and which shall be payable on/before 17th May 2022;

d) The sum of Kenya Shillings One Million Nine Hundred and Twelve Thousand and Five Hundred (K.Shs. 1,912,500/=) being the first installment, and which shall be payable on/before 17th June 2022;

e) The balance of the Purchase Price being Kenya Shillings Three Million Three

Hundred and Seventy Five Thousand (K.Shs. 3,375,000/=) shall be paid from the proceeds of the forfeited apartment H-501 at "the Ridge."

3.3. The outstanding amounts shall be payable by the due date being the dates indicated in clause 3.2 above, failing which any outstanding amounts shall attract interest at the rate of eighteen percent (18%) per annum to be calculated on daily balances from the due date until payment in full, both days inclusive.

3.4. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name	**: Cytonn Integrated Project LLP**
Account No	**: 0212307282001**
Bank	**: SBM BANK**
Branch	**: RIVERSIDE DRIVE**
Swift Code	**: SBMKKENA**

3.5. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty-eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.6. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.7. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.8. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of

Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any

part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser) and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a Ridge Investor at the prevailing terms as at the date of rescission. The other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a three per cent (3%) commission payable to estate agents on such subsequent re-sale as well as an administration fee of KES 40,000) and this Agreement shall then absolutely determine.; or

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees

that the Vendor may proceed to sell the Property PROVIDED that the amounts of cash deposit paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The conversion amount shall be returned back to the Ridge under the initial contractual terms subject to the prevailing terms as at the date of rescission. The Purchaser shall not be entitled to Interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together

with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers

and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and apiyo.munda@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SIGNED by the duly Authorised Representatives of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:

Authorised Representative

Authorised Representative

CIP-456

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED by the duly Authorised Representatives of the Purchaser **MUNDINVEST COMPANY LTD**

in the presence of:

Daniel Ochieng Ogola
Advocate, Commissioner for Oaths
& Notary Public
P. O. Box 62550-00200, NAIROBI.

ADVOCATE

I certify that I was present and saw ABEL ADIYO MURIA and PRISCILLA ATIENO MURIA being the duly authorized representatives of the Purchaser sign this Agreement.

_____
Advocate

Daniel Ochieng Ogola
Advocate, Commissioner for Oaths
& Notary Public
P. O. Box 62550-00200, NAIROBI.

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KShs.)
Legal Fees (1% of the Purchase Price)	80,000 /=
Disbursements	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	13,600/=
Registration fees on the Lease and official search	6,500/=
Valuation fees	15,000/=
TOTAL	**120,100/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KShs.)
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	320,040/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/=
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	10,000/=
Service Charge deposit equivalent to Three (3) months provisional service charge	10,000/-=
Water Deposit	5,000/=
Electricity Deposit	5,000/=

DATED 27TH MAY 2015

CYTONN INTEGRATED PROJECT LLP

-to-

HAROLD MWAKIO

AGREEMENT FOR LEASE

Apartment No. 501, Block H
The Alma, Ruaka

DRAWN BY:-

KN Associates LLP,
Advocates & Notaries Public,
Ngong Lane Plaza, 3rd Floor,
Ngong Lane, off Ngong Road
P.O. Box 27547-00100
NAIROBI

THIS AGREEMENT is made on the 29th day of November 2016 between:

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **HAROLD MWAKIO** of P.O BOX 1 00606 Nairobi Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns)

WHEREAS:

(A) The Vendor is registered as proprietor of all those parcels of land situated in Kiambu County, Ruaka, which are more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) The Vendor is currently in the process of amalgamating the Property into one(1) parcel of land on which the Project shall be developed;

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means apartment number 502 on the 5th Floor in Block 11 of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with one (1) parking bay;

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and

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every stage or phase of the Works and in the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly.

(e) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(f) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

(g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectional practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(h) the "**Completion Date**" shall be fourteen (14) days after the issuance of the Certificate of Practical Completion or the Certificate of Occupation by the County Government of Kiambu, whichever is later.

(i) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period.

(j) the "**Defects Liability Period**" means a period of six (6) consecutive months commencing on the date of issue of the Certificate of Practical Completion.

(k) "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

(l) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(m) "**Interest Rate**" means the base lending rate published by the Standard Chartered Bank of Kenya Limited from time to time or, if no base rate is published, at the rate published by the Central Bank of Kenya from time to time plus five percent (5%);

(n) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates subject to the provisions of Clause 3 (f) hereof;

(o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

(p) the "**Practical Completion Date**" means the date falling twenty one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(o) the "**Lease Premium**" means the sum of Kenya Shillings Five Million, Five Hundred Thousand (Kshs. 5, 500,000/=);

(p) the "**Purchaser's Advocates**" means **KN Associates LLP, Advocates and Notaries Public, 3rd Floor, Ngong Lane Plaza, Ngong Lane off Ngong Road P. O. Box 27547 – 00100, Nairobi**;

(q) the "**Vendor's Advocates**" means **KN Associates LLP, Advocates and Notaries Public, 3rd Floor, Ngong Lane Plaza, Ngong Lane off Ngong Road P. O. Box 27547 – 00100, Nairobi**;

(r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(s) words importing one gender shall be construed as importing the other gender and the neuter,

(t) words importing the singular shall be construed as importing the plural and vice versa;

(u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons,

(v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

(a) The Vendor shall

(i) use all reasonable endeavours to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(b) The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals,

(iii) in accordance with the Building Documents,

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement.

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3 (b).

(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Lease Premium as follows:

(i) The sum of **Kenya Shillings Five Hundred and Fifty Thousand (Kshs. 550,000/=)** being ten percent (10%) of the Lease Premium and the agreed Deposit in respect of the Lease Premium to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

(ii) The balance of the Purchase Price in the sum of **Kenya Shillings Four Million, Nine Hundred and Fifty Thousand (Kshs. 4,950,000/-)**shall be paid in installments in the following manner that is to say:-

a) The first installment of Kenya Shillings One Million One Hundred Thousand (Kshs. 1,100,000/=) shall be payable on or before 30th August , 2016;
b) The second installment of Kenya Shillings One Million One Hundred Thousand (Kshs 1,100,000/=) shall be payable on or before 31st January, 2017,
c) The third installment of Kenya Shillings One Million One Hundred Thousand (Kshs. 1,100,000/=) shall be payable on or before 30th June, 2017;
d) The fourth installment of Kenya Shillings One Million One Hundred Thousand (Kshs. 1,100,000/=) shall be payable on or before 31st January , 2018,
e) The final installment of Kenya Shillings Five Hundred and Fifty Thousand (Kshs.550, 000/=) shall be payable on or before 30th September, 2018 but subject to the issuance of the Certificate of Practical Completion by the Project Architect.

(iii) All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282004
Bank:	Diamond Trust Bank
Branch:	Lavington Curve
Swift Code:	DTKEKENA

(c) The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment

(d) If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

(i) the Purchaser shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

(ii) the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within Twenty Eight (28) days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 (c) shall apply.

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates.

(f) The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) The instrument of Lease (in triplicate) ;

(ii) a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and

(iii) a copy of the Certificate of Practical Completion.

(b) On or before the Practical Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

(i) the Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchaser;
(ii) copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;
(iii) a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and
(iv) payment of all amounts on account of the payments outlined in the Third Schedule.

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

(d) The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's' Advocates.

(i) the original Certificate of Lease in respect of the Apartment;
(ii) one counterpart of the duly stamped and registered Lease;
(iii) The original receipts in relation to the stamp duty and registration fees paid for the Lease

(f) The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchaser, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchaser shall be entitled, without prejudice to any other rights and remedies available to him, to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchaser the Lease Premium or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty(60) days thereof.

(c) If after the Purchaser has received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required

to be delivered under clause 4(a) the Purchaser fails to pay the balance of the Lease Premium due to the Vendor the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring him to comply with his obligations to pay the balance of the Lease Premium under this agreement within twenty one (21) days of the date of service of the notice on the Purchaser.

(d) Time shall be of the essence in this Agreement.

(e) If the Purchaser fails to comply with a notice served upon him under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Lease Premium being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall after the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Apartment including all commissions payable to estate agents on such subsequent re-sale) refund to the Purchaser other payments if any) paid by the Purchaser to the Vendor (less a further amount being the Vendor's Advocates' fees which shall be payable by the Purchaser for such failed transaction) without interest thereon and this Agreement shall then absolutely determine.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3(b) and 4(b) as at the Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Completion Date.

8. Conditions

The Apartment is sold subject to:

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property.

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (1989 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that

(a) The Purchaser shall not assign, share, part with or dispose of or deal with his interest under this Agreement or any part thereof without the prior written consent of the Vendor and on such terms and conditions as the Vendor may in its absolute discretion require;

(b) such nomination shall not absolve the Purchaser from the Purchaser's liabilities under this Agreement the provisions of which shall be binding on the Purchaser regardless of such power to nominate and/or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchaser shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination.

12. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

13. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium

14. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser

15. Waiver

(a) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies

(b) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(c) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

17. **Entire Agreement**

a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements understandings representations warranties and negotiations ("prior representations") on that subject cease to have any effect

b) Each party confirms that it has not relied upon any prior representations and waives any rights which it may have in respect of such reliance if it has in fact occurred.

18. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

19. **Notices**

Any notice or communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw [illegible] and [illegible] being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Advocate

SIGNED, **SEALED** and **DELIVERED**
by the Purchaser the said
HAROLD MWAKIO

in the presence of:

STELLA K. MUENDO
ADVOCATE
P. O. Box 14191 - 00100
NAIROBI

ADVOCATE

I certify that I was present and saw the Purchaser **HAROLD MWAKIO** duly sign this Agreement

STELLA K. MUENDO
ADVOCATE
P. O. Box 14191 - 00100
NAIROBI

Advocate

FIRST SCHEDULE
The Property

ALL THOSE nine (9) parcels of land known as

1. Title Number Kiambaa/Ruaka/5188;
2. Title Number Kiambaa/Ruaka/5203;
3. Title Number Kiambaa/Ruaka/5303;
4. Title Number Kiambaa/Ruaka/5907;
5. Title Number Kiambaa/Ruaka/5908;
6. Title Number Kiambaa/Ruaka/5917;
7. Title Number Kiambaa/Ruaka/6016;
8. Title Number Kiambaa/Ruaka/3972; and
9. Title Number Kiambaa/Ruaka/3973.

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	Kshs. 55,000/=
Disbursements	Kshs. 3,000/=
V.A.T. at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount;	Kshs. 8,800/=
TOTAL	**66,800/=**

The assessed costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS.)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	Kshs 300,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	Kshs. 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	Kshs. 13,000/=
Initial Provisional Service Charge	Kshs. 3,000/= per month
Service Charge deposit equivalent to Six (6) months provisional service charge	Kshs. 18,000/=
Registration fees on the Lease	Kshs. 1,000/=
Official Search	Kshs 1,000/=
Water Deposit	Kshs. 5,000/=
Electricity Deposit	Kshs 5,000/=

DATED 27TH AUGUST 2021

CYTONN INTEGRATED PROJECT LLP

-to-

ASTER GHEBREAB

AGREEMENT FOR LEASE

Apartment No. 705, Block J
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/131/1/1/25/66

THIS AGREEMENT is made on the 27 day of AUGUST 20 21 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **ASTER GHEBREAB** of Post Office Box Number 5228 Asmara (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include her personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-leases from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a three (3) bedroom apartment number 705 on the 7TH Floor in Block J of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in

writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Fifteen Million Six Hundred Thousand (15,600,000) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi**;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000) on account of the reservation deposit (receipt whereof the Vendor acknowledges from Cytonn Project Notes (CPN , Partner Code 2996));

3.2.2. The balance of the Purchase Price in the sum of Kenya Shillings Fifteen Million Five Hundred and Seventy Five Thousand (KES 15,575,000) shall be paid in the following manner:

3.2.2.1. Kenya Shillings Six Million Seven Hundred and Seventy Seven Thousand and Six Hundred (KES 6,777,600) shall be payable on account of the first installment on or before November 26,2020 (receipt whereof the Vendor acknowledges from The Ridge Unit Number G-407);

3.2.2.2. Kenya Shillings Seven Million Two Hundred and Thirty Seven Thousand and Four Hundred (KES 7,237,400) shall be payable on account of the second installment on or before November 26,2020 (receipt whereof the Vendor acknowledges from Cytonn Project Notes (CPN, Partner Code 2996));

3.2.2.3. Kenya Shillings Five Hundred and Twenty Thousand (KES 520,000) shall be payable on account of the third installment on or before March 1, 2021;

3.2.2.4. Kenya Shillings Five Hundred and Twenty Thousand (KES 520,000) shall be payable on account of the fourth installment on or before April 1, 2021;

3.2.2.5. Kenya Shillings Five Hundred and Twenty Thousand (KES 520,000) shall be payable on account of the final installment on or before May 1, 2021;

3.3. The said installments shall be payable by the fifth day following the due date thereof (due dates shall be the dates indicated at Clause 3.2 hereof) failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full both days inclusive.

3.4. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP

Account No: 0212307282001

Bank: SBM BANK

Branch: RIVERSIDE DRIVE

Swift Code: FCBLKENA

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the

Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the Instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. **Failure of Completion**

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said

disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on tbe Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall

be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL OCHIENG OMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

RAYNOLD NGONDO MWANGUKU
ADVOCATE
P105/15914/2019
P.O. Box 27547 - 00100, NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ASTER GHEBREAB

26/03/21

ASTER GHEBREAB

I certify that I was present and saw the Purchaser **ASTER GHEBREAB** duly sign this Agreement.

Notary Public

JAMES Mouaffo FORMAPHI
26TH MARCH 2021

NOTARY PUBLIC
ATTORNEY * BARRISTER & SOLICITOR

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	156,000/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	5,000/=
Valuation fees	6,500/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	25,722/=
TOTAL	**198,722/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 624,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter	KES 24,000 (@8,000/= per month)
Service Charge deposit equivalent to three (3) months provisional service charge	KES 24,000 /=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=
Full Back-up Generator Contribution	KES 50,000



AGREEMENT FOR LEASE

DATED_____20_

TONN INTEGRATED PROJECT LLP

-to-

DAVID PETER HARDIE SAUNDERS

Apartment No. E-103, The Alma, Ruaka

Title Number: Kiambaa/Ruaka/6667

DRAWN BY:-

TAIBJEE AND BHALLA ADVOCATES LLP
THE ADDRESS, 10TH FLOOR
MUTHANGARI DRIVE
OFF WAIYAKI WAY
P O Box 10161-00100
NAIROBI
www.tandbadvocates.com

THIS AGREEMENT is made on the day of 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **DAVID PETER HARDIE SAUNDERS** of Post Office Box Number 76570-00508 Nairobi Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include the Purchaser's personal representative and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "the Bank ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number E-103 on the 1st Floor in Block E of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing.

n) the "**Lease Premium**" means the sum of Kenya Shillings Sixteen Million Five Hundred Thousand (K.Shs. 16,500,000/=) and shall have the same meaning as ''**Purchase Price**";

o) the **"Planning Permission"** means the detailed planning permission for the carrying out of the Works;

p) the **"Property Completion Date"** means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the **"Purchasers' Advocates"** means Njeri Ngunjiri Advocates of Thika Business Centre, 3rd Floor, Suite 3-5, Commercial Street, Thika and P.O. Box 61747- 00200, Nairobi;

r) the **"Vendor's Advocates"** means Taibjee and Bhalla Advocates of The Address, 10th Floor, Muthangari Drive, off Waiyaki Way and P.O Box 10161-00100 Nairobi;

s) the **"Works"** means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the

extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchaser has paid to the Vendor the Lease Premium as follows before the execution of this agreement (receipt of which the Vendor duly acknowledges receipt of):

a) The Purchaser has paid the sum of Kenya Shillings Twenty Five Thousand (K.Shs. 25,000/=) on account of reservation deposit, receipt whereof the Vendor acknowledges from Cytonn Money Market Fund (CMMF) at the execution of the Letter of Offer);

b) The Purchaser has paid the sum of Kenya Shillings One Million Six Hundred and Twenty Five Thousand (K.Shs. 1,625,000/=) upon the Purchaser's execution of the Letter of Offer which together with the Reservation deposit constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges from Cytonn High Yield Solutions (CHYS) and subject to receipt of the subsequent cash installments;

c) The Purchaser has paid the balance of the Purchase Price in the sum of Kenya Shillings Fourteen Thousand Eight Hundred and Fifty (K.Shs. 14,850,000/=) receipt of which the Vendor acknowledges as follows; Kshs. 14,795,000 from Cytonn High Yield Solutions (CHYS) and Kshs. 55,000 from Cytonn Money Market Fund (CMMF).

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not

be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for general damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21)

days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. Warranties

The vendor warrants to the Purchaser that to the best of their knowledge belief and understanding at the time of signing this Agreement:

a) That they have the requisite power and authority to enter into and perform this Agreement;

b) the execution and delivery of this Agreement, and the performance of their obligations under this Agreement, will not result in a breach of any provision of, or constitute a default under, any agreement or instrument to which it is a Party or by which it is bound;

c) They are not engaged in nor to the best of their knowledge threatened by any litigation, arbitration or administrative proceedings relating to the Property and there are no facts which are likely to give rise to the same or which are likely to give rise to proceedings in respect of which the Vendor (either before or after the entry into this Agreement) would be liable to indemnify any person concerned;

d) The Vendor is not aware of any notice from the Government or municipal authority or from owners of adjoining said Property which remain to be complied with and has disclosed all such notices received to the Purchaser;

e) The Vendor will immediately disclose in writing to the Purchaser any event or circumstance which may arise or become known to him after the date of this agreement and prior to completion which is inconsistent with any of the warranties or which had it occurred on or before the date of this agreement would have constituted a breach of the warranties or which is material to be known by the Purchaser for value of the said Property.

7. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

8. **Possession**

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date or on full payment of the Purchaser Price and Closing Costs whichever is earlier.

9. **Conditions**

The Apartment is sold subject to:

9.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

9.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

10. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

11. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

12. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be assigned or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser upon having paid at least fifty (50%) of the Purchase Price

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchaser shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any additional tax obligations occasioned by such novation or assignment save as to the once they are liable to pay arising out of this Agreement and the Purchaser shall indemnify the Vendor against any additional losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

13. Force Majeure

13.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power

or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

13.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

13.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

13.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

14. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

15. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount

of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

16. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

17. Waiver

17.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

17.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

17.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

18. Severability

18.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

18.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

19. Entire Agreement

19.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

19.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

20. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of

Arbitrators, Kenya Branch, Nairobi on application of either party.

21. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and cnn@njeringunjiri-advocates.co.ke (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

22. Insurance

22.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

22.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
Authorised Representative)
)
)
Authorised Representative)

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED and **DELIVERED**)
by the Purchaser the said)
DAVID PETER HARDIE SAUNDERS)
)
)
in the presence of:)
)
)

CATHERINE N. NGUNJIRI
ADVOCATE & COMMISSIONER
FOR OATHS
P. O. BOX 61747 - 00200, NAIROBI

ADVOCATE

I certify that I was present and saw the Purchaser **David Peter Hardie Saunders** duly sign this Agreement.

CATHERINE N. NGUNJIRI
ADVOCATE & COMMISSIONER
FOR OATHS
P. O. BOX 61747 - 00200, NAIROBI

_____
Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	KES 165,000/=
Disbursements	KES 5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	KES 27,200/=
Registration fees on the Lease and official search	KES 6500/=
Valuation fees	KES 15,000/=
TOTAL	**KES 218,700/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 660,040/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	KES 24,000 @ 8,000/= a month
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 24,000/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
CCTV Installation Fee by the Management Company	KES. 15,000/=

DATED _____ 20___

CYTONN INTEGRATED PROJECT LLP

-to-

LYDIAH WANJIKU KAMUYU

AGREEMENT FOR LEASE

Apartment No. 304, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —

Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **LYDIA WANJIKU KAMUYU** of Post Office Box Number 38199-00623 Nairobi, Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include her personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number 304 on the 3rd Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

g) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

h) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

i) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

j) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances following the due date of the balance or any amounts payable under this Agreement including Service Charge.

k) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3.6 hereof);

l) the "**Lease Premium**" means the sum of Kenya Shillings Ten Million Seven Hundred Thousand (KES 10,700,000/=) and shall have the same meaning as "**Purchase Price**";

m) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

n) the "**Practical Completion Date**" means the date falling twenty one (21) days from the date that the final instalment is due and in this case not later than January 22, 2021;

o) the "**Purchasers' Advocates**" means;

p) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi;**

q) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

r) words importing one gender shall be construed as importing the other gender and the neuter;

s) words importing the singular shall be construed as importing the plural and vice versa;

t) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

u) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000) on account of the reservation deposit (receipt whereof the Vendor acknowledges);

3.2.2. The balance of the Purchase Price in the sum of Kenya Shillings Ten Million Six Hundred and Seventy Five Thousand (KES 10,675,000) shall be paid in the following manner:

3.2.2.1. Kenya Shillings Six Million Nine Hundred and Sixty Seven Thousand Two Hundred and Sixty Six and thirty four cents (KES 6, 967,266.34) shall be payable on or before October 01, 2020; and

3.2.2.2. Kenya Shillings Three Million Seven Hundred and Seven Thousand Seven Hundred and Thirty Three and Sixty Six cents (KES 3,707,733.66) shall be payable on or before January 01, 2021.

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	FCBLKENA

3.4. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment.

3.5. If the Purchaser fails to honour her obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.5.1. the Purchaser shall pay interest at the Interest Rate on the amount due from fifth day following the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.5.2. the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within Twenty Eight (28) days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5.1 shall apply.

3.6. The Lease and two counterparts shall be prepared by the Vendor's Advocates.

3.7. The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates.

3.8. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

4.1. Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ;

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and

4.1.3. a copy of the Certificate of Practical Completion.

4.2. On or before the Practical Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. the original receipts in relation to the stamp duty and registration fees paid for the Lease;

4.5.4. a registered floor plan of the Apartment;

4.5.5. certified copy of Vendor's PIN Certificate;

4.5.6. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.7. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.8. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.9. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.10. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for general damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Practical Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Practical Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

Service Charge shall be payable effective the Completion Date. Any late payment shall attract interest at the Interest Rate.

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not assign, share, part with or dispose of or deal with her interest under this Agreement or any part thereof without the prior written consent of the Vendor which shall be subject to the Purchaser having paid at least 50% of the Purchase Price and such other matters as the Vendor may consider reasonable;

b) such nomination shall not absolve the Purchaser from the Purchaser's liabilities under this Agreement the provisions of which shall be binding on the Purchaser regardless of such power to nominate and/ or any such nomination; and

c) the Vendor shall not be responsible for any tax implications occasioned by such nomination and the Purchaser shall indemnify the Vendor against any losses or costs

or expenses incurred by the Vendor by reason of any tax implications occasioned by any such nomination.

d) The resale shall be subject to a resale fee of 3% of the resale value and a consent fee of Kenya Shillings Forty Thousand (KES. 40,000).

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Practical Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

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20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and shixkamuyu@hotmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Practical Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Practical Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:)

Authorised Representative)

Authorised Representative)

CIP 383

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____

Advocate

SIGNED and **DELIVERED**)
by the Purchaser the said)
LYDIAH WANJIKU KAMUYU)

LYDIAH WANJIKU KAMUYU

in the presence of:)

ADVOCATE

i certify that I was present and saw the Purchaser **LYDIAH WANJIKU KAMUYU** duly sign this Agreement.

Advocate

FIRST SCHEDULE
The Property

ALL "**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KES)
Legal Fees	KES 107,000/=
Disbursements	KES 4,760/=
Stamp Duty on the Agreement	KES 240/=
Valuation fess	KES 15,000/=
V.A.T. (at the rate of 14% or such other rate as shall be applicable as at the time of payment of this amount)	KES 15,647/=
TOTAL	**142,647/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KES.)
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 428,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge	KES3,500/= per month
Service Charge deposit equivalent to six(6) months provisional service charge	KES 21,000/=
Registration Fees on the Lease	KES. 5,000/=
Official Search	KES. 1,000/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=

DATED _____ 20___

CYTONN INTEGRATED PROJECT LLP

-to-

MAGDALENE OBAE

AGREEMENT FOR LEASE

Apartment No. 901, Block C
The Alma, Ruaka
Erected on land Title Number Kiambaa/Ruaka/6260

DRAWN BY:-

KN Associates LLP,
Advocates & Notaries Public,
Ngong Lane Plaza, 3rd Floor,
Ngong Lane, off Ngong Road
P.O. Box 27547-00100
NAIROBI

REF: C0005/035/1/4/10

THIS AGREEMENT is made on the day of 2017 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

(2) **MAGDALENE OBAE** of Post Office Box Number 57862 – 00200, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include her personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of all that parcel of land known as Kiambaa/Ruaka/6260 situate in Kiambu County, Ruaka, (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which together with such other contiguous parcels of land that the Vendor may acquire shall be collectively known as "***The Alma***";

(B) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest.

(C) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means apartment number 901 on the 9th Floor in Block C of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with one (1) parking bay;

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the First Schedule to this agreement;

(e) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(f) the "**Completion Date**" shall be twenty one (21) days after the issuance of the Certificate of Practical Completion or the Certificate of Occupation by the County Government of Kiambu, whichever is later;

(g) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

(h) the "**Defects Liability Period**" means a period of six (6) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

(i) "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

(j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(k) "**Interest Rate**" means the rate of five percent (5%) per annum above the maximum lending rate, as chargeable by commercial banks in Kenya and as sanctioned by the Banking Act, CAP 488 of the Laws of Kenya;

(l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3 (f) hereof).;

(m) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

(n) the "**Practical Completion Date**" means the date falling twenty one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(o) the "**Lease Premium**" means the sum of Kenya Shillings Seven Million Nine Hundred Thousand (Kshs. 7,900,000.00);



(p) the "**Purchaser's Advocates**" means **Maureen Mbaka, P. O. Box 10753 – 00100, Nairobi;**

(q) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 3rd Floor, Ngong Lane Plaza, Ngong Lane P. O. Box 27547 – 00100, Nairobi;**

(r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(s) words importing one gender shall be construed as importing the other gender and the neuter;

(t) words importing the singular shall be construed as importing the plural and vice versa;

(u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

(a) The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and
(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(b) The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;
(ii) to a standard reasonably expected on such works in the building industry in Kenya;
(iii) in accordance with the Building Documents;
(iv) in accordance with the terms of all Approvals; and
(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

(c) The Vendor will use all endeavors in advance of the Completion Date to comply with such requirements in order to permit the County Government of Kiambu to issue a Certificate of

Occupation for the Apartment following the carrying out of the works relating to the Apartment.

3. Grant of Lease

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3 (b).

(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Lease Premium as follows:

(i) The sum of **Kenya Shillings Seven Hundred and Ninety Thousand (Kshs. 790,000/=)** being ten percent (10%) of the Lease Premium and the agreed Deposit in respect of the Lease Premium to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

(ii) The balance of the Purchase Price in the sum of **Kenya Shillings Seven Million One Hundred and Ten Thousand (Kshs 7,110,000/-)**shall be paid in installments in the following manner that is to say:-

a) The first installment of Kenya Shillings One Million Five Hundred and Eighty Thousand (Kshs. 1,580,000/=) shall be payable on or before 31st October, 2016;
b) The second installment of Kenya Shillings One Million Five Hundred and Eighty Thousand (Kshs. 1,580,000/=) shall be payable on or before 30th April, 2017 subject to the Purchaser's receipt of a copy of the amalgamated title from the Vendor;
c) The third installment of Kenya Shillings One Million Five Hundred and Eighty Thousand (Kshs. 1,580,000/=) shall be payable on or before 31st October, 2017;
d) The fourth installment of Kenya Shillings One Million Five Hundred and Eighty Thousand (Kshs. 1,580,000/=) shall be payable on or before 30th April, 2018; and
e) The final installment of Kenya Shillings Seven Hundred and Ninety Thousand, (Kshs. 790,000) shall be payable on or before 30th October, 2018; but subject to the issuance of the Certificate of Practical Completion by the Project Architect.

(iii) All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0220948004
Bank:	DIAMOND TRUST BANK
Branch:	LAVINGTON CURVE
Swift Code:	DTKEKENA

(c) The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment, in that regard the Vendor shall issue quarterly updates by way of newsletters on the progress of the project complete with pictorial representations and the Purchaser shall, upon prior notification to the Vendor, be entitled to visit the development site.

(d) If the Purchaser fails to honour her obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

(i) the Purchaser shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

(ii) the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 (e) shall apply.

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates.

(f) The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates.

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) The instrument of Lease (in triplicate) ;
(ii) a certified copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;
(iii) a duly certified copy of the Certificate of Practical Completion

(iv) a certified copy of the National Environment Management Authority(NEMA) approval for construction of the Estate; and

(v) a certified copy of the County Government of Kiambu's approval for the construction of the Estate.

(b) On or before the Practical Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

(i) the Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchaser;
(ii) copy of PIN Certificate of the Purchaser;
(iii) three (3) passport size photos and copy of National Identity Card of the Purchaser;
(iv) a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and
(v) payment of all amounts on account of the payments outlined in the Second Schedule.

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

(d) The Purchaser is fully aware that the Lease will not be registered until all payments in the Second Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's' Advocates:

(i) the original Certificate of Lease in respect of the Apartment;
(ii) one counterpart of the duly stamped and registered Lease;
(iii) The original receipts in relation to the stamp duty and registration fees paid for the Lease.

(f) The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchaser, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchaser shall be entitled, without prejudice to any other rights and remedies available to them, to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchaser the Lease Premium or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty(60) days thereof.

(c) If after the Purchaser has received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required to be delivered under clause 4(a) the Purchaser fails to pay the balance of the Lease Premium due to the Vendor the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring her to comply with her obligations to pay the balance of the Lease Premium under this agreement within twenty one (21) days of the date of service of the notice on the Purchaser.

(d) Time shall be of the essence in this Agreement.

(e) If the Purchaser fails to comply with a notice served upon her under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Lease Premium being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall thereafter refund any money that is over and above the forfeited amount less all costs, fees and expenses incurred by the Vendor in pursuance of this Letter of Offer within Fourteen (14) days of notification from the Purchaser or the Purchaser's Advocates.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with her obligations under Clauses 3(b) and 4(b) as at the Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Completion Date.

8. Conditions

The Apartment is sold subject to:

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (1989 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not assign, share, part with or dispose of or deal with its interest under this Agreement or any part thereof without the prior written consent of the Vendor and on such terms and conditions as the Vendor may in its absolute discretion require. As a minimum requirement, the Purchaser must have paid 50% of the Lease Premium;

(b) such nomination shall not absolve the Purchaser from the Purchaser's liabilities under this Agreement the provisions of which shall be binding on the Purchaser regardless of such power to nominate and/ or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchaser shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination.

12. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Second Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

13. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

14. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

15. Waiver

(a) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(b) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(c) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17. Entire Agreement

(a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

(b) Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

18. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed

by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

19. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four (4) days after posting or if sent by telex or fax on completion of transmission.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw ROBERT MWEBI and ELIZABETH NKUBU being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

DOREEN W. ONYONGA ADVOCATE P.O. Box 14 - 00621, NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
MAGDALENE OBAE

in the presence of:

KEVIN J. KWASA ADVOCATE P.O. BOX 14 - 00621, NAIROBI

ADVOCATE

I certify that I was present and saw the Purchaser **MAGDALENE OBAE** duly sign this Agreement.

KEVIN J. KWASA ADVOCATE P.O. BOX 14 - 00621, NAIROBI

Advocate

FIRST SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

SECOND SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	Kshs. 79,000/=
Disbursements	Kshs. 3,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	Kshs. 12,640/=
TOTAL	**Kshs. 94,640/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS.)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	Kshs. 316,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	Kshs. 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	Kshs. 13,000/=
Initial Provisional Service Charge	Kshs. 3,500/= per month
Service Charge deposit equivalent to Six (6) months provisional service charge	Kshs. 21,000/=
Registration Fees on the Lease	Kshs. 1,000/=
Official Search	Kshs. 1,000/=
Water Deposit	Kshs. 5,000/=
Electricity Deposit	Kshs. 5,000/=

AGREEMENT FOR LEASE

DATED_____20_

CYTONN INTEGRATED PROJECT LLP

-to-

EVANS MUGERA

Apartment No. H-302, The Alma, Ruaka

Title Number: Kiambaa/Ruaka/6667

DRAWN BY:-

TAIBJEE AND BHALLA ADVOCATES LLP
THE ADDRESS, 10TH FLOOR
MUTHANGARI DRIVE
OFF WAIYAKI WAY
P O Box 10161-00100
NAIROBI
www.tandbadvocates.com

THIS AGREEMENT is made on the day of 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the **"Vendor"** which expression shall where the context so admits include its successors in title and assigns);

(2) **EVANS MUGERA** of Post Office Box Number 275-30205 Nairobi Kenya (hereinafter referred to as the **"Purchaser"** which expression shall where the context so admits include the Purchaser's personal representative and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the **"Property"**) on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the **"Project"**) which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "the Bank ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) **"Apartment"** means apartment number H-302 on the 3rd Floor in Block H of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing.

n) the "**Lease Premium**" means the sum of Kenya Shillings Sixteen Million Six Hundred Thousand (K.Shs. 16,600,000/=) and shall have the same meaning as ''**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Vendor's Advocates**" means Taibjee and Bhalla Advocates of The Address, 10th Floor, Muthangari Drive, off Waiyaki Way and P.O Box 10161-00100 Nairobi;

r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

s) words importing one gender shall be construed as importing the other gender and the neuter;

t) words importing the singular shall be construed as importing the plural and vice versa;

u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchaser has paid to the Vendor the Lease Premium as follows before the execution of this agreement:

a) The Purchaser has paid the sum of Kenya Shillings Twenty Five Thousand (K.Shs. 25,000/=) on account of reservation deposit, receipt whereof the Vendor acknowledges at the execution of the Letter of Offer;

b) The Purchaser has paid the sum of Kenya Shillings One Million Six Hundred and Thirty Five Thousand (K.Shs. 1,635,000/=) upon the Purchaser's execution of the Letter of Offer which together with the Reservation deposit constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges from Cytonn High Yield Solutions (CHYS) and subject to receipt of the subsequent cash installments;

c) The Balance of the Purchase Price being Kenya Shillings Fourteen Million, Nine Hundred and Forty Thousand (K.Shs.14,940,000/=) shall be paid in installments as follows;

a) The First installment of Kenya Shillings Eleven Million, Five Hundred and Ten Thousand Nine Hundred and Ten and Fifty-Two Cents (K.Shs.11,510,910.52/=) shall be payable on or before 15th June, 2021(receipt of which the Vendor duly acknowledges receipt of);

b) The Second installment of Kenya Shillings One Million, One Hundred and Forty Three Thousand and Twenty-Nine, and Eighty-Three Cents (K.Shs.1,143,029.83/=) shall be payable on or before 19th July,2021(receipt of which the Vendor duly acknowledges receipt of);

c) The Third installment of One Million, One Hundred and Forty Three Thousand and Twenty-Nine, and Eighty-Three Cents (K.Shs.1,143,029.83/=) shall be payable on or before 19th August,2021;

d) The final installment of Kenya Shillings One Million, One Hundred and Forty Three Thousand and Twenty-Nine, and Eighty-Three Cents (K.Shs. 1,143,029.83/=) shall be payable on or before 19th September,2021;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which

it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to

the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen

(14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for general damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the

Bank;
but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not

caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor

hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and lusigimugera@gmail.com_(for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the

Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
Authorised Representative)
)
)
Authorised Representative)

I certify that I was present and saw _____ and _____being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED and **DELIVERED**)
by the Purchaser the said)
EVANS MUGERA)
)
)
in the presence of:)
)
)

KANYUKU BRIAN CHEGE
ADVOCATE
P. O. Box 4201 THIKA
P.105/17/7/20

ADVOCATE

I certify that I was present and saw the Purchasers **EVANS MUGERA** duly sign this Agreement.

KANYUKU BRIAN CHEGE
ADVOCATE
P. O. Box 4201 THIKA
P.105/17/7/20

_____
Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	KES 166,000/=
Disbursements	KES 5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	KES 27,360/=
Registration fees on the Lease and official search	KES 6500/=
Valuation fees	KES 15,000/=
TOTAL	**KES 180,420/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 664,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	KES 24,000 @ 8,000/= a month
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 24,000/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
CCTV Installation Fee by the Management Company	KES. 15,000/=

DATED 14th JANUARY 2021

CYTONN INTEGRATED PROJECT LLP

-to-

DUNCAN MUCHANGI MUTAHI

AGREEMENT FOR LEASE

Apartment No. 609, Block H
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —

Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

THIS AGREEMENT is made on the 14th day of January 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **DUNCAN MUCHANGI MUTAHI** of Post Office Box Number 12520-00100, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Alma Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, *inter alia*, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means apartment number 609 on the 6th Floor in Block H of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

(e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

(f) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(g) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2, the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

(h) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

(i) "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

(j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(k) the **"Expected Completion Date"** means the estimated date for completion of the construction of the Estate, which is expected to fall on or about the December 31, 2021;

(l) "Interest Rate" means eighteen per cent (18%) per annum compounded on daily balances;

(m) the **"Lease"** means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3.6 hereof);

(n) the **"Planning Permission"** means the detailed planning permission for the carrying out of the Works;

(o) the **"Practical Completion Date"** means the date falling twenty one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(p) the **"Lease Premium"** means the sum of Kenya Shillings Ten Million Six Hundred Thousand (KES. 10,600,000/=) and shall have the same meaning as Purchase Price;

(q) the **"Purchasers' Advocates"** means **A.A. Mudanya & Co., Advocates, Bruce House 4th Floor North Wing, Standard Street, P.O. Box 17069-00100, Nairobi, Email mudanyalawtech.advocates@gmail.com / shivsims@gmail.com ;**

(r) the **"Vendor's Advocates"** means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi , Email info@kn.co.ke ;**

(s) the **"Works"** means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(t) words importing one gender shall be construed as importing the other gender and the neuter;

(u) words importing the singular shall be construed as importing the plural and vice versa;

(v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute the Lease and two counterparts of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. The sum of Kenya Shillings Twenty-five Thousand (KES 25,000) as reservation deposit payable on or before the execution of the Letter of Offer *(the receipt of which the Vendor acknowledges)*

3.2.2. The balance of the Purchase Price being the sum of Kenya Shillings Ten Million Five Hundred and Seventy Five Thousand (KES 10,575,000) shall be paid as follows:

3.2.2.1. Kenya Shillings Nine Million Eight Hundred and Thirty Two Thousand Five Hundred and Forty Four and Eighty Five cents (KES 9,832,544.85) payable on or before September 04,2020; and

3.2.2.2. Kenya Shillings Seven Hundred and Forty Two Thousand Four Hundred and Fifty Five and Fifteen cents (KES 742,455.15) payable on or before December 04,2020.

3.2.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Integrated Project LLP

Account No: 0212307282001

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. The original receipts in relation to the stamp duty and registration fees paid for the Lease.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. In the event that the Works are not completed on or before the Expected Completion Date, the Vendor shall inform the Purchaser, in writing, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchaser shall be entitled, without prejudice to any other rights and remedies available to him, to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

5.2. If this agreement is terminated according to clause 5.1, the Vendor shall forthwith refund to the Purchasers the Lease Premium or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty(60) days thereof.

5.3. If after the Purchaser has received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required to be delivered under clause 4.1 the Purchaser fails to pay the balance of the Lease Premium due to the Vendor the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring them to comply with his obligations to pay the balance of the Lease Premium under this agreement within twenty one (21) days of the date of service of the notice on the Purchaser.

5.4. Time shall be of the essence in this Agreement.

5.5. If the Purchaser fails to comply with a notice served upon him under clause 5.3 the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Lease Premium being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall after the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Apartment including all commissions payable to estate agents on such subsequent re-sale) refund to the Purchaser other

payments (if any) paid by the Purchasers to the Vendor (less a further amount being the Vendor's Advocates' fees which shall be payable by the Purchaser for such failed transaction) without interest thereon and this Agreement shall then absolutely determine.

6. Defects Liability Period

6.1. The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied, to the satisfaction of the Purchaser, all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

6.2. The Purchaser shall afford to the Vendor or (as the case may be) to the Contractor access to the Apartment to enable the Vendor to carry out works. The Vendor shall procure that in the performance of its obligations as little disturbance or inconvenience as is reasonably practicable is caused to any occupiers of the Apartment.

7. Possession

Subject to the Purchaser having complied with their obligations under Clauses 3.2 and 4.2 as at the Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge shall be due on the Practical Completion Date. Any late payment shall attract interest at the Interest Rate.

11. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation *inter alia* to the negotiation, preparation execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to

be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

12. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

13. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

14. Novation

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of Kshs 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

15. Waiver

15.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

15.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

15.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

16.1. If any provision of this agreement is found by an arbitrator, court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

16.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17. Entire Agreement

17.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

17.2. Each party confirms that it has not relied upon any prior representations and waivers and rights, which it may have in respect of such reliance if it has in fact occurred.

17.3. No variation of this Sale Agreement shall be valid or effective unless such variation shall have been made in writing and signed for by both the Vendor and Purchaser, provided always that the expression "variation" shall include any variation, supplement, deletal, amendment or replacement, however effected.

17.4. Any reference to an obligation imposed upon a Party by this Sale Agreement and the Law Society Conditions applicable to this Sale Agreement shall include reference to any obligation undertaken or intended to be undertaken by the party's Advocates on the party's behalf.

17.5. Time shall be of the essence for all covenants of each party in this agreement.

18. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

19. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and Duncan.mutahi@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)

Authorised Representative)

Authorised Representative)

EIP 394

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN KIPRORIR RONO
ADVOCATE
P 105 / 17223 / 20
P.O. Box 27547 - 00100 NAIROBI

_____
Advocate

SIGNED and **DELIVERED**)
by the Purchaser the said)
DUNCAN MUCHANGI MUTAHI)
)
)

DUNCAN MUCHANGI MUTAHI

in the presence of:)
)

ALEX A. MUDANYA
ADVOCATE
P.O. Box 73407 - 00200
NAIROBI

ADVOCATE

I certify that I was present and saw the Purchaser **DUNCAN MUCHANGI MUTAHI** duly sign this Agreement.

ALEX A. MUDANYA
ADVOCATE
P.O. Box 73407 - 00200
NAIROBI

Advocate

FIRST SCHEDULE
The Property

ALL "**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	KES 106,000/=
Disbursements	KES 5,000/=
V.A.T. (at the rate of 14% or such other rate as shall be applicable as at the time of payment of this amount)	KES 15,540/=
TOTAL	**126,540/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS.)
Stamp Duty (4%) of the Purchase Price (subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 424,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge	Kshs. 4000/= per month
Service Charge deposit equivalent to Three (3) months provisional service charge	Kshs. 12,000/=
Registration Fees on the Lease	Kshs. 5,000/=
Official Search	Kshs. 1,000/=
Water Deposit	Kshs. 5,000/=
Electricity Deposit	Kshs. 5,000/=



DATED _____ 20___

CYTONN INTEGRATED PROJECT LLP

-to-

ANTHONY GITHUA WANJIKU

AGREEMENT FOR LEASE

Apartment No.H-1002, Block H
The Alma, Ruaka

DRAWN BY

ANTHONY GIKARIA & COMPANY
ADVOCATES
LA COLLINE GARDENS
10 | MASABA ROAD
UPPER HILL
P.O. BOX 73525-00200

NAIROBI

THIS AGREEMENT is made on the day of 2018 between :-

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of Post Office Box Number 20695-00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

(2) **ANTHONY GITHUA WANJIKU** of Post Office Box Number 2704 South West 314th ST Federal Way Washington 98023 (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS :-

(A) The Vendor is registered as proprietor of all that parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") together with such other parcels that the Vendor may acquire on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) The Vendor is currently in the process of amalgamating the Property into one (1) parcel of land on which the Project shall be developed;

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project shall within 90 days of the registration of the last lease convey to the Management Company the reversionary interest at no further consideration.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser have agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows :-

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means a three (3) bedroom apartment designated as number H-1002 on the 10th Floor in Block H of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with two (2) parking bays.

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(d) **"Balance of the Purchase Price"** means **Kenya Shillings Eleven Million One Hundred and Sixty Thousand (Kshs.11,160,000/=);**

(e) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

(f) the **"Certificate of Practical Completion"** means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(g) the "**Completion Date**" shall be twenty-one (21) days after the issuance of the Certificate of Practical Completion or the Certificate of Occupation by the County Government of Kiambu, whichever is later;

(h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

(i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date when the Purchaser is issued with the certificate of practical completion.

(j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be calculated on daily balances.;

(l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3 (f) hereof);

(m) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

(n) the "**Practical Completion Date**" means the date falling twenty-one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(o) the "Property" means land parcels constituting Title Numbers: Kiambaa/Ruaka/6260, Kiambaa/Ruaka/5230 and Kiambaa/Ruaka/3557 situated within Kiambu county, Ruaka and such other contiguous parcels of land which the Vendor shall acquire and amalgamate to constitute the Alma';

(p) the "**Purchase Price**" means the sum of **Kenya Shillings Twelve Million Four Hundred Thousand (Kshs.12,400,000/=);**

(q) the "**Vendor's Advocates**" means **Anthony Gikaria & Company Advocates, La Colline Gardens, 10 | Masaba Road, Upper Hill, P.O. Box 73525-00200, Nairobi**;

(r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(s) words importing one gender shall be construed as importing the other gender and the neuter;

(t) words importing the singular shall be construed as importing the plural and vice versa;

(u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

The Vendor shall :-

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(a) The Vendor shall diligently carry out and complete the Works :-

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement.

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Purchase Price and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Purchase Price as provided in clause 3 (b).

(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Purchase Price as follows :-

(i) The sum of **Kenya Shillings One Million One Hundred and Forty Thousand (Kshs.1,140,000/=)** together with the Reservation Deposit of **Kenya Shillings One Hundred Thousand (Kshs.100,000/=)** (totaling **Kenya Shillings One Million Two Hundred and Forty Thousand (Kshs.1,240,000/=)** shall constitute ten percent (10%) of the Purchase Price to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

(ii) The balance of the Purchase Price in the sum of **Kenya Shillings Eleven Million One Hundred and Sixty Thousand (Kshs.11,160,000/=)** shall be paid in installments in the following manner that is to say :-

a. The First Installment of Kenya Shillings Two Million Four Hundred and Eighty Thousand (Kshs.2,480,000/=) shall be payable on or before May 31, 2018.

b. The Second Installment of Kenya Shillings Two Million Four Hundred and Eighty Thousand (Kshs.2,480,000/=) shall be payable on or before August 31, 2018.

c. The Third Installment of Kenya Shillings Two Million Four Hundred and Eighty Thousand (Kshs.2,480,000/=) shall be payable on or before November 30, 2018.

d. The Fourth Installment of Kenya Shillings Two Million Four Hundred and Eighty Thousand (Kshs.2,480,000/=) shall be payable on or before Feb 28, 2019.

e. The Final Installment of Kenya Shillings One Million Two Hundred and Forty Thousand (Kshs.1,240,000/=) shall be payable on or before Mar 22, 2019; but subject to the issuance by the Architect of the Certificate of Practical Completion

The said installments shall be payable by the 5th day following the due date thereof (due date shall be the dates indicated at this Clause 3 hereof) failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full both days inclusive.

(iii) All payments shall be made in cleared funds, without deduction, set-off or counterclaim to the Vendor's bank account, whose details are as follows :-

Account Name: Cytonn Integrated Project, LLP

Account No:	0220948004
Bank:	DIAMOND TRUST BANK
Branch:	LAVINGTON CURVE
Swift Code:	DTKEKENA

(c) The Purchaser is aware and agrees that the Deposit or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment. The Vendor shall furnish the Purchaser with copies of interim Architect's Certificates as and when they are issued the first of such certificates to be supplied to the Purchaser on the execution of this Agreement.

(d) If the Purchaser fails to honour his obligations under Clause 3 on the due date or if any cheque or bank draft taken for or towards the Purchase Price or part thereof is dishonoured upon first presentation :-

(i) the Purchaser shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

(ii) the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days of the due date for payment elect to treat such non-payment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 (e) shall apply.

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates.

(f) The Lease shall be completed on the Completion Date at the offices of the Vendor's Advocates.

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates :-

(i) the instrument of Lease (in triplicate);

(ii) a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and

(iii) a copy of the Certificate of Practical Completion.

(b) On or before the Practical Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates :-

(i) the Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchaser;

(ii) copies of PIN Certificates of the Purchaser;

(iii) copies of three (3) passport size photos and National Identity Card of each of the Purchaser;

(iv) a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and

(v) payment of all amounts on account of the payments outlined in the Third Schedule.

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping, valuation and registration of the Lease.

(d) The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates :-

i. A duly Certified copy of the head title to the Property;

ii. The original Certificate of Lease in respect of the Apartment;

iii. one counterpart of the duly stamped and registered Lease;

iv. The original receipts in relation to the stamp duty and registration fees paid for the Lease.

v. The application for registration;

vi. A partial discharge (if any);

vii. The consent to lease (if required);

viii. Copies of the land rent and rates receipts for the year of Completion;

ix. Duly Certified copies of the Management Company's Certificate of Incorporation, Memorandum and Articles of Association

The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser so long as if registration of one or more of the Leases goes beyond one year from the date of registration of the Lease in respect of the Apartment, the Vendor shall within 30 days issue the Purchaser with a share certificate.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchaser, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. The Purchaser shall not be bound to accept the alternative Practical Completion Date and shall elect, without prejudice to any other rights and remedies available to them, whether or not to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchaser the Purchase Price or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty (60) days thereof. The vendor shall be liable to 18% interest per annum on the sums due for refund in the event that they fail to refund the purchaser within the stipulated period.

(c) If after the Purchaser's Advocates have received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required to be delivered under Clause 4(a), the Purchaser fails to pay the balance of the Purchase Price due to the Vendor, the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring them to comply with their obligations to

pay the balance of the Purchase Price under this agreement within twenty one (21) days of the date of service of the notice on the Purchasers.

(d) Provided the Purchaser's Advocates undertake not to release the documents listed under Clause 4 (a) to the Purchaser prior to the Purchaser's settlement of the balance of the Purchase Price. Time shall be of the essence in this Agreement.

(e) If the Purchaser fails to comply with a notice served upon them under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Purchase Price being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall thereafter refund any money that is over and above the Deposit within fourteen (14) days of expiry of the notice of termination.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, its agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

(a) Subject to the Purchaser having complied with their obligations under Clauses 3(b) and 4(b) as at the Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Completion Date.

(b) The Vendor and the Purchaser shall inspect the Apartment before the handing over of possession and shall prepare a snag list for rectification by the Vendor.

8. Conditions

The Apartment is sold subject to :-

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property; but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

11. Novation

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that :-

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchaser shall be at liberty to get third to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Second Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the Project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

Apportioned Costs

Upon completion, the Purchaser shall in addition to the Purchase Price pay such costs and charges as are incidental to the Purchase Price being inclusive of the purchase of one (1) share in the Management Company, the Purchaser's apportioned cost of the purchase of the reversionary interest in the Mother Title, the cost of transfer and the stamp duty payable thereof, the cost of incorporation of the Manager and a three (3) month Service Charge together with the equivalent thereto being a deposit on the account of the Service Charge as described in the Third Schedule.

13. Currency

The Purchaser may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Purchase Price under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Purchase Price.

14. Merger and Waiver

(a) This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

(b) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(c) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(d) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

15. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

16. Entire Agreement

(a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

(b) Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

17. Dispute Resolution

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to Kenyan Courts.

18. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by email to such address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four (4) days after posting.

19. Warranties

The Vendor represents, warrants and undertakes to the Purchaser that :-

19.1 The Vendor is the registered and or lawful owner of the Land and that it holds a clear and valid title to the Land which cannot be appropriated or annulled by the Government of the Republic of Kenya or any other authority and the Vendor undertakes to indemnify and to always keep the Purchaser indemnified against any or attempted appropriation or annulment of the title to the Land contrary to the said law;

19.2 The Land is neither part of any Government Land, nor a buffer zone, road reserve

by pass or pubic land and its ownership hereof is not subject to any challenge whatsoever from the Government of Kenya, local authority or any third party;

19.3 The Apartment has not and will not be offered for sale to any person save for the Purchaser herein;

19.4 The Purchaser will acquire sole indefeasible and individual ownership of the Apartment and that there is no person, natural or legal with any legal beneficial or otherwise competing claim or title to the Apartment and the Vendor indemnified and holds the Purchaser free from all costs, charges, liabilities and expenses that the Purchaser may incur in assessing, evaluating or defending any claims brought by any third party in respect of the Land or because of failure in the title;

19.5 The Vendor is not engaged in nor to the best of their knowledge threatened by any litigation, arbitration, succession or administrative proceedings relating to the Land;

19.6 There is no adverse claim or dispute against the Land regarding ownership, boundary, easement, rights of way or any such matter;

19.7 The Vendor has to the best of their knowledge disclosed to the Purchaser all material information relating to the Land;

19.8 The Vendor will immediately disclose in writing to the Purchaser any events or circumstances which may arise or become known to them after the date of this Agreement and prior to Completion Date which are inconsistent with any of the warranties;

19.9 The Vendor represents that it has the power to enter into and perform this Agreement and is competent to execute, deliver and perform this Agreement and all other documents and instruments to be executed, delivered and performed by them in accordance with the terms therein;

19.10 The Vendor will not upon the execution of this Agreement be involved in any negotiations to commit, transfer, possession of the Apartment or the Land to any third party (ies) and will not accept any offer or deposit(s) on the Apartment or the Land from any other party.

19.11 As at the Completion Date, there shall be no pending liabilities, liens, charges or encumbrances with regards to the Apartment, including government dues, which would affect title of the Apartment.

19.12 The Vendor is in physical control and possession of the Land, and is not prohibited from handing over quiet, vacant and peaceful possession of the Apartment.

19.13 For avoidance of doubt, the provisions of this clause shall survive the completion of the sale and purchase of the Apartment and shall subsist for only Six (6) years from the date of registration of the lease in favour of the Purchaser.

20 Force Majeure

20.1 Neither the Vendor nor the Purchaser will be liable in respect of any delay in performing, failure to perform, or failure to adequately perform any of their obligations hereunder (other than the obligations of the parties to make payment to each other in accordance with this Agreement) in consequence of any act, cause or event which (i) was not within the control of the affected parties, (ii) was not caused or precipitated by such parties negligence, and (iii) could not have been prevented by the affected parties reasonable diligence, including without limitation :-

20.1.1 a Delaying Factor;

20.1.2 any act of God;

20.1.3 any war or hostilities (whether war be declared or not);

20.1.4 any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy or invasions;

20.1.5 any judicial actions, strikes, lockouts, industrial disputes or actions of any such nature;

20.1.6 any actions or inactions of any government or any agency or subdivision thereof;

20.1.7 any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

20.1.8 any act of terror;

20.1.9 any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters; and fire, accident, explosion, or shortage of labour.

20.2 The Vendor shall promptly notify the Purchaser in writing (thereinafter called the Force majeure Notice) when any Force Majeure event causes a delay in performance, failure in performance or failure in adequate performance and when any Force Majeure Event cease so to do. If any Force Majeure Event continues for more than twelve (12) consecutive months after the date of Force Majeure Notice, either Party may terminate this Agreement but without prejudice to any accrued rights either Party may have against the other.

20.3 Subject to Clause 20.2, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant Force Majeure Event ceases.

20.4 In the event this Agreement is terminated pursuant to 20.2 the Purchaser shall not have any further payment obligation to the Vendor and the Vendor shall return all the monies paid by the Purchaser upon the resale of the Apartment.

21 Insurance

21.1 During construction and upto the Completion date the Vendor shall through the Contractor insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2 If the Apartment shall be damaged or destroyed before the completion date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor)
)
CYTONN INTEGRATED PROJECT LLP)
)
in the presence of :-)
)
)
)
)
Authorised Representative)
)
)
)
Authorised Representative)

CIP 155

I certify that I was present and saw ANNE NYAMBURA and ELIZABETH NJUGUNA being the Authorised Representatives of the Vendor duly sign and seal this Agreement.



Advocate

SIGNED and **DELIVERED**

by the Purchaser the said

ANTHONY GITHUA WANJIKU

in the presence of :-

Anthony Githua Wanjiku

Anthony Wanjiku.

ADVOCATE

I certify that I was present and saw the Purchaser **ANTHONY GITHUA WANJIKU** duly sign this Agreement.



Harsh Kalra
(HARSH KALRA)
05/07/2018

Advocate

FIRST SCHEDULE

Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

SECOND SCHEDULE

Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder :-

ITEM	AMOUNT (KSHS)
Legal Fees	124,000/=
Disbursements	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	20,640/=
TOTAL	**149,640/=**

The associated costs payable by the Purchaser shall be as follows :-

ITEM	AMOUNT (KSHS.)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	As shall be guided by the Government Valuer's Report
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/=
Proportionate Cost for the Transfer of the reversionary interest from the Vendor to the Managing Agent or the Management Company	13,000/=
Initial Provisional Service Charge	12,000/= @ 4,000 a month
Service Charge deposit equivalent to Six (6) months provisional service charge	24,000/= @4,000 a month
Registration Fees on the Lease and official search	5,000/=
Water Deposit	5,000/=
Electricity Deposit	5,000/=

DRAWN BY :-

ANTHONY GIKARIA & COMPANY
ADVOCATES
LA COLLINE GARDENS
10 | MASABA ROAD
UPPER HILL
P.O. BOX 73525-00200
NAIROBI

Cell : 0722 744722
Email : law@agadvocates.com
Our Ref : AGK/CIP/A/007/2018

DATED _____ **20___**

CYTONN INTEGRATED PROJECT LLP

-to-

PETER RIMUI

AGREEMENT FOR LEASE

for

Apartment Number J201,
The Alma, Ruaka

DRAWN BY:-



J. W. NDUATI & ASSOCIATES,
The Stables,
2nd Floor, Suite 42 & 49,
Karen Road, Karen,
P.O. Box 27970-00100,
Nairobi, Kenya.

THIS AGREEMENT is made on the day of 2017 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **PETER RIMUI** of Post Office Box Number 1313-00618, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admit includes his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of all those parcels of land known as Kiambaa/Ruaka/6260; Kiambaa/Ruaka/5230 and Kiambaa/Ruaka/3557 situate in Kiambu County, Ruaka, (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which together with such other contiguous parcels of land that the Vendor may acquire shall be collectively known as "*The Alma*";

(B) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest.

(C) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means the three (3) bedroom apartment numbered J201 of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with two (2) parking bays;

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the First Schedule to this agreement;

(e) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(f) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

(g) the "**Defects Liability Period**" means a period of six (6) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

(h) "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

(i) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(j) "**Interest Rate**" means 18% per annum to be calculated on daily balances;

(k) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3 (f) hereof);

(l) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

(m) the "**Practical Completion Date**" means the date falling twenty one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(n) the "**Lease Premium**" means the sum of Kenya Shillings Twelve Million Four Hundred Thousand (K.Shs. 12,400,000/-);

(o) the "**Purchaser's Advocates**" means [TBA];

(p) the "**Vendor's Advocates**" means J. W. Nduati & Associates, The Stables, 2nd Floor, Suites 42 & 49, Karen Road, Karen, P. O. Box 27970-00100, Nairobi;

(q) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(r) words importing one gender shall be construed as importing the other gender and the neuter;

(s) words importing the singular shall be construed as importing the plural and vice versa;

(t) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(u) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

(a) The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and
(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(b) The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;
(ii) in accordance with the terms of all Approvals;
(iii) in accordance with the Building Documents;
(iv) to a standard reasonably expected on such works in the building industry in Kenya; and
(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3 (b).

(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Lease Premium as follows:

(i) The sum of Kenya Shillings One Million Two Hundred and Forty Thousand (K.Shs. 1,240,000/-) being the deposit of the Lease Premium (the "Deposit"), to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

(ii) The sum of Kenya Shillings Eleven Million One Hundred and Sixty Thousand (K.Shs. 11,160,000/-) being the balance of the Lease Premium (the "Balance"), shall be paid in installments as follows:

- The first installment of Kenya Shillings One Million Two Hundred and Forty Thousand (K.Shs. 1,240,000/-) shall be paid on or before 31st March, 2017;
- The second installment of Kenya Shillings One Million Two Hundred and Forty Thousand (K.Shs. 1,240,000/-) shall be paid on or before 30th June, 2017;
- The third installment of Kenya Shillings One Million Two Hundred and Forty Thousand (K.Shs. 1,240,000/-) shall be paid on or before 30th September, 2017;
- The fourth installment of Kenya Shillings One Million Two Hundred and Forty Thousand (K.Shs. 1,240,000/-) shall be paid on or before 31st December, 2017;
- The fifth installment of Kenya Shillings One Million Two Hundred and Forty Thousand (K.Shs. 1,240,000/-) shall be paid on or before 31st March, 2018;
- The sixth installment of Kenya Shillings One Million Two Hundred and Forty Thousand (K.Shs. 1,240,000/-) shall be paid on or before 30th June, 2018;
- The seventh installment of Kenya Shillings One Million Two Hundred and Forty Thousand (K.Shs. 1,240,000/-) shall be paid on or before 30th September, 2018;
- The final installment of Kenya Shillings One Million Two Hundred and Forty Thousand (K.Shs. 1,240,000/-) shall be payable on or before 22nd December, 2018, but however subject to the issuance of the Certificate of Practical Completion;

(iii) The said installments are payable by the due dates, failing which the amounts overdue shall accrue interest at the Interest Rate.

(iv) All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0220948004
Bank:	Diamond Trust Bank
Branch:	Lavington Curve
Swift Code:	DTKEKENA

(c) The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment.

(d) If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

(i) the Purchaser shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

(ii) the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within 28 days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 (e) shall apply.

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates.

(f) The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates.

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) The instrument of Lease (in triplicate) ;
(ii) a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and
(iii) a copy of the Certificate of Practical Completion.

(b) On or before the Practical Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

(i) the Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchaser;
(ii) copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser
(iii) a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and
(iv) payment of all amounts on account of the payments outlined in the Second Schedule. The legal fees shall however be payable upon execution of this Agreement.

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

(d) The Purchaser is fully aware that the Lease will not be registered until all payments in the Second Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) the original Certificate of Lease in respect of the Apartment;
(ii) one counterpart of the duly stamped and registered Lease;
(iii) The original receipts in relation to the stamp duty and registration fees paid for the Lease.

(f) The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchaser, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchaser shall be entitled, without prejudice to any other rights and remedies available to him, to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchaser the Lease Premium or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty(60) days thereof.

(c) If after the Purchaser has received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required to be delivered under clause 4(a) the Purchaser fails to pay the balance of the Lease Premium due to the Vendor the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring him to comply with his obligations to pay the balance of the Lease Premium under this agreement within twenty one (21) days of the date of service of the notice on the Purchaser.

(d) Time shall be of the essence in this Agreement.

(e) If the Purchaser fails to comply with a notice served upon him under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Lease Premium being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall after the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Apartment including all commissions payable to estate agents on such subsequent re-sale) refund to the Purchaser other payments (if any) paid by the Purchaser to the Vendor (less a further amount being the Vendor's

Advocates' fees which shall be payable by the Purchaser for such failed transaction) without interest thereon and this Agreement shall then absolutely determine.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at his own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3(b) and 4(b) as at the Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Completion Date.

8. Conditions

The Apartment is sold subject to:

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (1989 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement and Management of the Estate

(a) Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease);

(b) The Purchaser acknowledges that the Purchaser is purchasing the Apartment not only for its physical amenities but also as (i) a real estate investment and (ii) for the lifestyle that the Estate shall offer. The Purchaser therefore agrees that the Vendor shall nominate a Managing Agent to manage the Property on behalf of the Purchaser and the Management Company and such Service Charge shall be payable to the appointed Managing Agent. The Management Company shall therefore delegate the operation, maintenance and management of the Estate together with all other services incidental to the property management function to the said nominee who shall enter into an arm's length agreement with the Management

Company for the provision of the said services based for an initial term of twenty (20) years automatically renewable for two (2) further terms of fifteen (15) years each.

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not assign, share, part with or dispose of or deal with its interest under this Agreement or any part thereof without the prior written consent of the Vendor and on such terms and conditions as the Vendor may in its absolute discretion require;

(b) such nomination shall not absolve the Purchaser from the Purchaser's liabilities under this Agreement the provisions of which shall be binding on the Purchaser regardless of such power to nominate and/ or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchaser shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination.

12. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Second Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified..

13. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Lease Premium.

14. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchaser.

15. Waiver

(a) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(b) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(c) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17. Entire Agreement

(a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

(b) Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

18. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

19. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have

been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)

Authorised Representative

Authorised Representative

CIP 105

I_ certify that I was present and saw Robert Mwebi and Elizabeth Mwikali being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Advocate

SIGNED, SEALED and **DEVLIVERED**)
by the Purchaser the said)

PETER RIMUI

in the presence of:

CHARLES KIVUVA
ADVOCATE &
COMMISSIONER FOR OATHS
P. O. Box 6415 - 00300
Nairobi.

ADVOCATE

I certify that I was present and saw the Purchaser PETER RIMUI duly sign this Agreement.

CHARLES KIVUVA
ADVOCATE &
COMMISSIONER FOR OATHS
P. O. Box 6415 - 00300
Nairobi.

Advocate

FIRST SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

SECOND SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	124,000
Disbursements	10,000
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	21,440
TOTAL	**155,440**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS.)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	496,000
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000
Initial Service Charge plus 3 months Deposit	24,000/= @ 4,000 a month
Service Charge equivalent to Six (6) months provisional service charge	24,000/= @ 4,000 a month
Registration Fees, Expense on the Lease	10,000
Valuation if undertaken by the Vendor's Advocates	15,000

Installation of Electricity meter a/c	5,000
Installation of Water meter a/c	5,000

ORIGINAL

DATED 1ST MARCH **2021**

CYTONN INTEGRATED PROJECT, LLP
(as the "**Vendor**")

to

SAITOTI KIMEREI MAIKA and **CAROLINE LIPASO SHOONA**
(together as the "**Purchasers**")

AGREEMENT FOR LEASE

APARTMENT NO. F-103, BLOCK F, THE ALMA, RUAKA
(as the "**Apartment**")

DRAWN BY:

ORARO & COMPANY
ADVOCATES
ACK Garden Annex 6th Floor
1st Ngong Avenue
P.O. Box 51236 – 00200
NAIROBI
Website: www.oraro.co.ke
Email: pamella@oraro.co.ke
(Ref: CYT1.2/024)

THIS AGREEMENT is made on the 1st day of March 202[illegible] between,

1. **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

2. **SAITOTI KIMEREI MAIKA** and **CAROLINE LIPASO SHOONA** both of P.O. Box 7784-00100, Nairobi (hereinafter referred to as the "**Purchasers**" which expression shall where the context so admits include their personal representatives and assigns).

WHEREAS:

A. The Vendor is registered as proprietor of all that parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "**The Alma**"

B. SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

C. The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the apartments in the Project intends to convey to the Management Company the reversionary interest.

D. The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchasers have agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this Agreement.

E. The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchasers and which the Purchasers acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise provides:

1.1.1 "**Apartment**" means the three (3) bedroom, Apartment Number F-103 on the 1st Floor in Block D of the building being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red.;

1.1.2 "**Approvals**" means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

1.1.3 "**Architect**" means a qualified and licensed for the time being appointed as architect in respect of the Works;

1.1.4 "**Building Documents**" means the plans, drawings, specifications and other documents relating to the Works which are listed in the Second Schedule to this Agreement;

1.1.5 **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

1.1.6 "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

1.1.7 "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchasers being able to occupy the Apartment;

1.1.8 "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2, the existence of which is notified to the Vendor by the Purchasers before the expiry of the Defects Liability Period;

1.1.9 "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

1.1.10 "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

1.1.11 **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

1.1.12 "**Interest Rate**" means the rate Eighteen percent (18%) per annum to be compounded on a daily basis;

1.1.13 "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

1.1.14 "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

1.1.15 "**Lease Premium**" means the sum of Kenya Shillings **Kenya Shillings Nine Million (Kshs. 9,000,000/=)**; and shall have the same meaning as "**Purchase Price**";

1.1.16 "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

1.1.17 "**Property Completion Date**" shall be ten (10) days after the issuance of the residential unit's Certificate of Occupation by the County Government of Kiambu;

1.1.18 "**Vendor's Advocates**" means Oraro & Company Advocates, ACK Garden Annex, 6th Floor, 1st Ngong Avenue, P. O. Box 51236 - 00200, Nairobi;

1.1.19 "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents;

1.1.20 words importing one gender shall be construed as importing the other gender and the neuter;

1.1.21 words importing the singular shall be construed as importing the plural and vice versa;

1.1.22 where any party comprises more than one person, the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

1.1.23 the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1 The Vendor shall:

2.1.1 use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2 pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2 The Vendor shall diligently carry out and complete the Works:

2.2.1 in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2 in accordance with the terms of all Approvals;

2.2.3 in accordance with the Building Documents;

2.2.4 to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5 otherwise in accordance with this Agreement.

2.3 Any additional construction to be carried out by the Purchasers shall be cosmetic only and shall be carried out at the cost of the Purchasers including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1 Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchasers shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2 As consideration for the grant of the Lease the Purchasers shall pay to the Vendor the Purchase Price as follows:-

3.2.1 The agreed deposit is the sum of **Kenya Shilling Nine Hundred Thousand (Kshs. 900,000/=)** being 10% of the Purchase Price, receipt whereof the Vendor acknowledges receipt of;

3.2.2 The balance of the Purchase Price in the sum of **Kenya Shillings Eight Million, One Hundred Thousand (Kshs. 8,100,000/=)** shall be paid in installments in the following manner that is to say:

a. The first installment of **Kenya Shillings Nine Hundred Thousand (Kshs. 900,000/=)** shall be payable on or before 31st May 2016, receipt of which the Vendor acknowledges;

b. The second installment of **Kenya Shillings One Million, Eight Hundred Thousand (Kshs. 1,800,000/=)** is payable on or before 30th November 2016, receipt of which the Vendor acknowledges;

c. The third installment of **Kenya Shillings One Million, Eight Hundred Thousand (Kshs. 1,800,000/=)** is payable on or before 31st May 2017, receipt of which the Vendor acknowledges;

d. The fourth installment of **Kenya Shillings One Million, Eight Hundred Thousand (Kshs. 1,800,000/=)** is payable on or before 30th November 2017, receipt of which the Vendor acknowledges; and,

e. The fifth installment of **Kenya Shillings Nine Hundred Thousand (Kshs. 900,000/=)** is payable on or before 31st May 2018, receipt of which the Vendor acknowledges;

f. The final installment of **Kenya Shillings Nine Hundred Thousand (Kshs. 900,000/=)** shall be payable on or before 30th September, 2018 but subject to the issuance of the Certificate of Practical Completion by the Project Architect.

3.3 All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4 If the Purchasers fail to honour their obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchasers shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such non-payment as a fundamental breach of the Purchasers' obligations under this agreement and the provisions of clause 5 shall apply.

3.5 The Purchasers are aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1 Upon the Property Completion Date and subject to the Purchasers having complied with the Purchasers' payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchasers' Advocates:

4.1.1 The instrument of Lease (in triplicate) ; and

4.1.2 a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2 On or before the Lease Completion Date the Purchasers' Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the

Purchasers;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchasers;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3 The Vendor's Advocates shall on behalf of the Purchasers attend to the stamping and registration of the Lease.

4.4 The Purchasers is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchasers' Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchasers shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchasers with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchasers shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be

entitled to serve a completion notice of twenty one (21) days upon the Purchasers for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1 charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2 rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchasers breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchasers). In such event the Vendor may without any further notice to the Purchasers, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for general damages where the resale value is lower than the Purchase Price.

5.1.3 Take legal action for specific performance

5.2 In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchasers, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty-one (21) days from the date of the notice and in default the Purchasers shall be entitled to (without prejudice to the Purchasers' other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3 Time shall be of essence in this Agreement.

5.4 In the event that this agreement is rescinded by the Purchasers, following the Vendor's failure to comply with any of the conditions hereof, the Purchasers agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said disposal. The Purchasers shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at her own expense remedy or cause to be remedied to the satisfaction of the Purchasers all Defects as soon as reasonably practicable after being notified of them, provided that the defects

shall not be attributable to the acts or omissions of the Purchasers, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchasers having complied with the Purchaser's obligations under clauses 3.2 and 5.2 as at the Practical Completion Date, vacant possession of the Apartment shall be given to the Purchasers by the Vendor on the Practical Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1 all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2 the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchasers and/or the Purchasers' nominee(s) provided always that:

(a) The Purchasers shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchasers, having paid fifty percent (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the Purchase Price by the new Purchaser;

(b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the

remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement; and

(c) the Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchasers shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1.1 Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchasers for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the

opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.1.2 The Vendor shall promptly notify the Purchasers in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.1.3 Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.1.4 In the event that this Agreement is terminated pursuant to clause 12.2, the Purchasers shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchasers to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchasers shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchasers shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchasers may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchasers' obligation to pay the Purchase Price under this Agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchasers.

16. Waiver

16.1 Failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3 The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

17.2 Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1 This Agreement constitutes the entire Agreement between the Parties about its subject matter and any previous agreements, undertakings, representations, warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2 Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and saitotitim@yahoo.com (for the Purchasers). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1.1 From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.1.2 If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchasers may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchasers all sums paid by the Purchasers without any interest when the insurance claim is settled by the insurance company and the Purchasers shall return all abstracts and papers in the Purchasers' possession belonging to the Vendor and the Purchasers shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchasers have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw the GRACE WAMBUI WERU and MICHAEL OCHIENG OMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Anna N. Kandu
Admission No. P.105/18840/2
Practice No. LSK/2022/00351
P.O. Box 51258 - 00200
Nairobi
Advocate

SIGNED by the Purchasers

SAITOTI KIMEREI MAIKA

CAROLINE LIPASO SHOONA

ADVOCATE

I certify that I was present and saw **SAITOTI KIMEREI MAIKA** and **CAROLINE LIPASO SHOONA** being the Purchasers duly sign and seal this Agreement.

Signature of Witness .....
Name .....
Address .....
Occupation .....

FIRST SCHEDULE
Building Documents

"**Property**" means **All that** piece of land known as **KIAMBAA/RUAKA/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease.

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchasers and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchasers during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchasers shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	90,000/-
Disbursements	5,000/-
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	15,200/-
Registration fees on the Lease and official search	5,000/-
Valuation fees	15,000/-
TOTAL	

The associated costs payable by the Purchasers shall be as follows:

ITEM	AMOUNT (KSHS)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	360,000/-
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/-

Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/-
Initial Provision service charge (3 months)	24,000/=
Service Charge deposit equivalent to Three (3) months provisional service charge.	24,000/=
Water Deposit	5,000/-
Electricity Deposit	5,000/-
CCTV installation fee by Management Company	15,000/-

DRAWN BY:
ORARO & COMPANY
ADVOCATES,
ACK GARDEN ANNEX
6TH FLOOR,
1ST NGONG AVENUE
P. O. BOX 51236-00200
NAIROBI

DATED **2022**

CYTONN INTEGRATED PROJECT, LLP
(as the "**Vendor**")

to

NAHASHON NDIRITU KARANJA
(as the "**Purchaser**")

AGREEMENT FOR LEASE

APARTMENT NO. H-401, BLOCK H, THE ALMA, RUAKA
(as the "**Apartment**")

DRAWN BY:

ORARO & COMPANY
ADVOCATES

ACK Garden Annex 6th Floor
1st Ngong Avenue
P.O. Box 51236 – 00200
NAIROBI
Website: www.oraro.co.ke
Email: pamella@oraro.co.ke
(Ref: CYT1.2/074)

THIS AGREEMENT is made on the day of 20

Between,

1. **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

2. **NAHASHON NDIRITU KARANJA** of P.O. Box 723-00200, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

A. The Vendor is registered as proprietor of all that parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "**The Alma**"

B. SBM Bank Limited (hereinafter called the "**Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

C. The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the apartments in the Project intends to convey to the Management Company the reversionary interest.

D. The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this Agreement.

E. The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise provides:

1.1.1 "**Apartment**" means the three (3) bedroom, Apartment Number H-401 on the 4th Floor in Block H of the building being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

1.1.2 "**Approvals**" means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

1.1.3 "**Architect**" means a qualified and licensed for the time being appointed as architect in respect of the Works;

1.1.4 "**Building Documents**" means the plans, drawings, specifications and other documents relating to the Works which are listed in the Second Schedule to this Agreement;

1.1.5 **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

1.1.6 "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

1.1.7 "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

1.1.8 "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2, the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

1.1.9 "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

1.1.10 "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

1.1.11 **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

1.1.12 "**Interest Rate**" means the rate Eighteen percent (18%) per annum to be compounded on a daily basis;

1.1.13 "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

1.1.14 "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

1.1.15 "**Lease Premium**" means the sum of Kenya Shillings **Kenya Shillings Sixteen Million Fifty-Five Thousand (Kshs. 16,055,000/=)**; and shall have the same meaning as "**Purchase Price**";

1.1.16 "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

1.1.17 "**Property Completion Date**" shall be ten (10) days after the issuance of the residential unit's Certificate of Occupation by the County Government of Kiambu;

1.1.18 "**Purchaser's Advocates**" means Sam Ngeru & Company Advocates, Finance House, 7th Floor, Loita Street, P.o Box 6195-00100, Nairobi.

1.1.19 "**Vendor's Advocates**" means Oraro & Company Advocates, ACK Garden Annex, 6th Floor, 1st Ngong Avenue, P. O. Box 51236 - 00200, Nairobi;

1.1.20 "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents;

1.1.21 words importing one gender shall be construed as importing the other gender and the neuter;

1.1.22 words importing the singular shall be construed as importing the plural and vice versa;

1.1.23 where any party comprises more than one person, the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

1.1.24 the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1 The Vendor shall:

2.1.1 use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2 pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2 The Vendor shall diligently carry out and complete the Works:

2.2.1 in a good and workmanlike manner and with sound materials of their respective kinds;
2.2.2 in accordance with the terms of all Approvals;
2.2.3 in accordance with the Building Documents;
2.2.4 to a standard reasonably expected on such works in the building industry in Kenya; and
2.2.5 otherwise in accordance with this Agreement.

2.3 Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1 Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2 As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Purchase Price as follows: -

3.2.1 The sum of **Kenya Shillings Twenty-Five Thousand (Kshs. 25,000.00)** on account of the reservation deposit, receipt whereof the Vendor acknowledges;

3.2.2 The sum of **Kenya Shillings One Million, Six Hundred and Five Thousand, Five Hundred (Kshs. 1,605,500.00)** shall be paid upon the Purchaser's execution of this Letter of Offer, and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt whereof the Vendor acknowledges from Cytonn High Yield Solutions (CHYS) subject to receipt of the subsequent cash installment;

3.2.3 The balance of the Purchase Price in the sum of **Kenya Shillings Fourteen Million, Four Hundred and Twenty-Four Thousand, Five Hundred (Kshs. 14,424,500.00)** shall be paid in installments in the following manner that is to say:

a. The first installment of **Kenya Shillings Ten Million, Three Hundred and Fifteen Thousand, One Hundred and Sixty-Nine (Kshs. 10,315,169.00)** shall be payable on or before 2nd July 2021, receipt of which the Vendor acknowledges from Cytonn High Yield Solutions (CHYS)
b. The final installment of **Kenya Shillings Four Million, One Hundred and Nine Thousand and Three Hundred and Thirty-One (Kshs. 4,109,331.00)** is payable on or before 26th October 2021 (receipt of which the Vendor acknowledges..

3.3 All payments have been made made in cleared funds, without deduction, set-off or

counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4 If the Purchaser fails to honour their obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty-eight (28) days pf the due date for payment elect to treat such non-payment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5 The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1 Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1 The instrument of Lease (in triplicate) ; and

4.1.2 a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2 On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of KRA PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3 The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4 The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambu/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1 charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2 rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS investor at the prevailing terms as at the date of rescission. Other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a 3% commission payable to estate agents on such subsequent re-sale as well as an administration fee of Kshs. 40,000). The Vendor may, at its discretion, seek an award for damages where the resale value is lower than the Purchase

5.1.3 take legal action for specific performance.

5.2 In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty-one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3 Time shall be of essence in this Agreement.

5.4 In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the cash deposit will be refunded from the sale proceeds of the said disposal. This shall waive the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS investor at the prevailing terms as at the date of rescission The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at her own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, their agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with the Purchaser's obligations under clauses 3.2 and 5.2 as at the Practical Completion Date, vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Practical Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1 all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2 the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid fifty percent (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the Purchase Price by the new Purchaser;

(b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchaser shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement; and

(c) the Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1.1 Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.1.2 The Vendor shall promptly notify the Purchaser in writing (the "**Force Majeure Notice**") when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.1.3 Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.1.4 In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the

Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Purchase Price under this Agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchaser.

16. Waiver

16.1 Failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3 The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

17.2 Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1 This Agreement constitutes the entire Agreement between the Parties about its subject matter and any previous agreements, undertakings, representations, warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2 Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and nahashonk@hotmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1.1 From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.1.2 If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs

compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

ADVOCATE

CIP-769

I certify that I was present and saw the _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED by the Purchaser
NAHASHON NDIRITU KARANJA

Samson Ngeru
Advocate
P.O.Box 6195 - 00100
Nairobi

ADVOCATE

I certify that I was present and saw NAHASHON NDIRITU KARANJA being the Purchaser, duly sign this Agreement.

Signature of Witness .....
Name .....
Address .....
Occupation .....

Samson Ngeru
Advocate
P.O.Box 6195 - 00100
Nairobi

FIRST SCHEDULE
Building Documents

"**Property**" means **All that** piece of land known as **KIAMBAA/RUAKA/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease.

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	160,550/-
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	25,688/-
Disbursements	5,000/-
Valuation fees	15,000/-
TOTAL	**206,238/-**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	642,200/-
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/-
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/-
Initial Provision service charge (3 months)	24,000/=

Service Charge deposit equivalent to Three (3) months provisional service charge.	24,000/-
Registration Fees on the Lease and Official Search	5,000/-
Installation of Water Meter	5,000/-
Installation of Electricity Meter	5,000/-
CCTV installation fee by Management Company	15,000/-

DRAWN BY:
ORARO & COMPANY
ADVOCATES,
ACK GARDEN ANNEX
6TH FLOOR,
1ST NGONG AVENUE
P. O. BOX 51236-00200
NAIROBI

DATED **2021**

CYTONN INTEGRATED PROJECT, LLP
(as the "**Vendor**")

to

NAHASHON NDIRITU KARANJA
(as the "**Purchaser**")

AGREEMENT FOR LEASE

APARTMENT NO. H-601, BLOCK H, THE ALMA, RUAKA
(as the "**Apartment**")

DRAWN BY:

ORARO & COMPANY
ADVOCATES

ACK Garden Annex 6th Floor
1st Ngong Avenue
P.O. Box 51236 – 00200
NAIROBI
Website: www.oraro.co.ke
Email: pamella@oraro.co.ke
(Ref: CYT1.2/075)

THIS AGREEMENT is made on the day of 20

Between,

1. **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

2. **NAHASHON NDIRITU KARANJA** of P.O. Box 723-00200, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

A. The Vendor is registered as proprietor of all that parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "**The Alma**"

B. SBM Bank Limited (hereinafter called the "**Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

C. The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the apartments in the Project intends to convey to the Management Company the reversionary interest.

D. The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this Agreement.

E. The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise provides:

1.1.1 "**Apartment**" means the three (3) bedroom, Apartment Number H-601 on the 6th Floor in Block H of the building being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

1.1.2 "**Approvals**" means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

1.1.3 "**Architect**" means a qualified and licensed for the time being appointed as architect in respect of the Works;

1.1.4 "**Building Documents**" means the plans, drawings, specifications and other documents relating to the Works which are listed in the Second Schedule to this Agreement;

1.1.5 **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

1.1.6 "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

1.1.7 "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

1.1.8 "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2, the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

1.1.9 "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

1.1.10 "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

1.1.11 "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

1.1.12 "**Interest Rate**" means the rate Eighteen percent (18%) per annum to be compounded on a daily basis;

1.1.13 "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

1.1.14 "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

1.1.15 "**Lease Premium**" means the sum of Kenya Shillings **Kenya Shillings Sixteen Million Fifty-Five Thousand (Kshs. 16,055,000/=)**; and shall have the same meaning as "**Purchase Price**";

1.1.16 "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

1.1.17 "**Property Completion Date**" shall be ten (10) days after the issuance of the residential unit's Certificate of Occupation by the County Government of Kiambu;

1.1.18 "**Purchaser's Advocates**" means Sam Ngeru & Company Advocates, Finance House, 7th Floor, Loita Street, P.o Box 6195-00100, Nairobi.

1.1.19 "**Vendor's Advocates**" means Oraro & Company Advocates, ACK Garden Annex, 6th Floor, 1st Ngong Avenue, P. O. Box 51236 - 00200, Nairobi;

1.1.20 "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents;

1.1.21 words importing one gender shall be construed as importing the other gender and the neuter;

1.1.22 words importing the singular shall be construed as importing the plural and vice versa;

1.1.23 where any party comprises more than one person, the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

1.1.24 the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1 The Vendor shall:

2.1.1 use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2 pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2 The Vendor shall diligently carry out and complete the Works:

2.2.1 in a good and workmanlike manner and with sound materials of their respective kinds;
2.2.2 in accordance with the terms of all Approvals;
2.2.3 in accordance with the Building Documents;
2.2.4 to a standard reasonably expected on such works in the building industry in Kenya; and
2.2.5 otherwise in accordance with this Agreement.

2.3 Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1 Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2 As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Purchase Price as follows: -

3.2.1 The sum of **Kenya Shillings Twenty-Five Thousand (Kshs. 25,000.00)** on account of the reservation deposit, receipt whereof the Vendor acknowledges;

3.2.2 The sum of **Kenya Shillings One Million, Six Hundred and Five Thousand, Five Hundred (Kshs. 1,605,500.00)** shall be paid upon the Purchaser's execution of this Letter of Offer, and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt whereof the Vendor acknowledges from Cytonn High Yield Solutions (CHYS) subject to receipt of the subsequent cash installment;

3.2.3 The balance of the Purchase Price in the sum of **Kenya Shillings Fourteen Million, Four Hundred and Twenty-Four Thousand, Five Hundred (Kshs. 14,424,500.00)** shall be paid in installments in the following manner that is to say:

a. The first installment of **Kenya Shillings Ten Million, Three Hundred and Fifteen Thousand, One Hundred and Sixty-Nine (Kshs. 10,315,169.00)** shall be payable on or before 2nd July 2021, receipt of which the Vendor acknowledges from Cytonn High Yield Solutions (CHYS)
b. The final installment of **Kenya Shillings Four Million, One Hundred and Nine Thousand and Three Hundred and Thirty-One (Kshs. 4,109,331.00)** is payable on or before 26th October 2021 (receipt of which the Vendor acknowledges..

3.3 All payments have been made made in cleared funds, without deduction, set-off or

counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4 If the Purchaser fails to honour their obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty-eight (28) days pf the due date for payment elect to treat such non-payment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5 The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1 Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1 The instrument of Lease (in triplicate) ; and

4.1.2 a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2 On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of KRA PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3 The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4 The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambu/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1 charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2 rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS investor at the prevailing terms as at the date of rescission. Other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a 3% commission payable to estate agents on such subsequent re-sale as well as an administration fee of Kshs. 40,000). The Vendor may, at its discretion, seek an award for damages where the resale value is lower than the Purchase

5.1.3 take legal action for specific performance.

5.2 In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty-one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3 Time shall be of essence in this Agreement.

5.4 In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the cash deposit will be refunded from the sale proceeds of the said disposal. This shall waive the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS investor at the prevailing terms as at the date of rescission The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at her own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, their agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with the Purchaser's obligations under clauses 3.2 and 5.2 as at the Practical Completion Date, vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Practical Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1 all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2 the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid fifty percent (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the Purchase Price by the new Purchaser;

(b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchaser shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement; and

(c) the Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1.1 Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.1.2 The Vendor shall promptly notify the Purchaser in writing (the "**Force Majeure Notice**") when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.1.3 Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.1.4 In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the

Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Purchase Price under this Agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchaser.

16. Waiver

16.1 Failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3 The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

17.2 Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1 This Agreement constitutes the entire Agreement between the Parties about its subject matter and any previous agreements, undertakings, representations, warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2 Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and nahashonk@hotmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1.1 From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.1.2 If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs

compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:)

Authorised Representative)

Authorised Representative)

ADVOCATE)

CIP-168

I certify that I was present and saw the _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____

Advocate

SIGNED by the Purchaser
NAHASHON NDIRITU KARANJA)

Samson Ngeru
Advocate
P.O.Box 6195 - 00100
Nairobi

ADVOCATE)

I certify that I was present and saw NAHASHON NDIRITU KARANJA being the Purchaser, duly sign this Agreement.

Signature of Witness .....
Name .....
Address .....
Occupation .....

Samson Ngeru
Advocate
P.O.Box 6195 - 00100
Nairobi

FIRST SCHEDULE
Building Documents

"**Property**" means **All that** piece of land known as **KIAMBAA/RUAKA/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease.

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	160,550/-
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	25,688/-
Disbursements	5,000/-
Valuation fees	15,000/-
TOTAL	**206,238/-**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	642,200/-
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/-
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/-
Initial Provision service charge (3 months)	24,000/=

Service Charge deposit equivalent to Three (3) months provisional service charge.	24,000/-
Registration Fees on the Lease and Official Search	5,000/-
Installation of Water Meter	5,000/-
Installation of Electricity Meter	5,000/-
CCTV installation fee by Management Company	15,000/-

DRAWN BY:
ORARO & COMPANY
ADVOCATES,
ACK GARDEN ANNEX
6TH FLOOR,
1ST NGONG AVENUE
P. O. BOX 51236-00200
NAIROBI

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

CHARLES GICHUHI

AGREEMENT FOR LEASE

Apartment No. 406, Block A
The Alma, Ruaka

DRAWN BY:-

– W. L.P. –
Advocates & Notaries Public
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/263/1/66/74/76

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

(2) **CHARLES GICHUHI** of P.O. Box 72086 00200, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers). For conversion/assignment purchasers, the partial discharges shall be issued upon full repayment of the loan facility by the vendor.

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a Three (3) Bedroom Apartment Number 4116 in Block A of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Seventeen Million Seven Hundred Thousand (**KES 16,700,000.00**) and shall have the same meaning as the "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works,

p) the "**Property Completion Date**" means twenty-one (21) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi**;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. **The Works**

2.1. The Vendor shall

(i) use all reasonable endeavours to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made

3.4 The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time

3.5 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates

4.2.1 the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2 copies of the PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. a certified copy of the Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8 certified copies of the Vendor's Directors' Passports /Identity Cards and PIN Certificates;

4.5.9 certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company.

4.5.10. a copy of the application form used for registration at the Lands Offices in respect of the Apartment, and

4.5.11 Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive), or

5.1.2 rescind the Agreement and an amount of ten percent (10%) of the Purchase Price from the paid up cash instalments shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser) and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS/CPN investor at the prevailing terms as at the date of rescission. The other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a three per cent (3%) commission payable to estate agents on such subsequent re-sale as well as an administration fee of KES 40,000) and this Agreement shall then absolutely determine, or

5.1.3 take legal actions for specific performance.

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date

of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind this Agreement or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this Agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the cash deposit amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The conversion amounts shall be returned back to CHYS/CPN under the previous agreement as a CHYS/CPN Investor at the prevailing terms as at the date of rescission. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The unit is not under defects liability period and therefore the purchaser shall at its own expense remedy or cause to be remedied all defects to the unit under purchase

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2 the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due for payment Ninety days (90) days from the date of the reservation. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty percent (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and a resale commission of three percent (3%) of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3 Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This Agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rel@Cytonn.com (for the Vendor) and kiipeg@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have

been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion Date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2 If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Sea of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

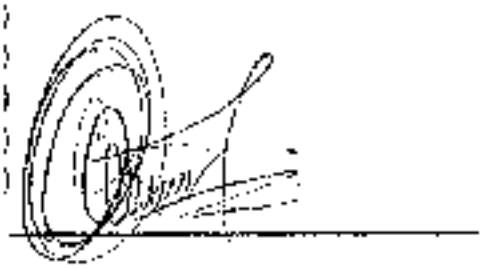
Authorised Representative

Authorised Representative

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and sea this Agreement.

COLLETTA WAMBUA
ADVOCATE
P. O. Box [illegible] - 00606,
SARIT CENTRE

SIGNED and **DELIVERED**
by the Purchaser the said
CHARLES KIIGE GICHUHI



CHARLES KIIGE GICHUHI

ADVOCATE

I certify that I was present and saw the Purchaser, **CHARLES KIIGE GICHUHI** duly sign this Agreement.

COLLETTA WAMBUA
ADVOCATE
P. O. Box 1916 - 00606,
SARIT CENTRE

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **ALL THAT** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Art, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder.

ITEM	AMOUNT(KES)
Legal Fees	177,000/=
Disbursements	5,000/-
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation Expense	5,000/-
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	29,120/-
TOTAL	**222,860/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KES)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	668,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/=
Intial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	24,000/- (@ 8,000/- per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	24,000/=
Water Deposit	5,000/
Electricity Deposit	5,000/-
CCTV Installation Fee by the Management Company	15,000/-

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

WACHIRA MACHARIA

AGREEMENT FOR LEASE

Apartment No. 603, Block F
The Alma, Ruaka

DRAWN BY:-

Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/117/1/1/25/66

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **WACHIRA MACHARIA** of Post Office Box Number 60848 Nairobi, Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number 603 on the 6th Floor in Block F of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling five (5) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date

on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Thirteen Million Eight Hundred Thousand (KES 13,800,000) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means **Gachini Macharia of P.O. Box 60848 00200 Nairobi;**

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi**;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium (the receipt of which the Vendor acknowledges by executing this Agreement).

3.3. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.4. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.5. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser/Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser/Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's

other rights and remedies):

5.2.1. At the Vendor's request extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Purchaser shall forfeit the sum equivalent to ten (10%) of the Lease Premium, the balance thereof will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with his obligations under Clauses 3.2, 4.2 and 4.4 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (1989 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in

case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any furtf payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. **Legal Costs**

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. **Currency**

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. **Waiver**

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to

be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and wachira@bunidesign.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)

)

)

)

Authorised Representative)

)

)

Authorised Representative)

I certify that I was present and saw Grace W. Were and Edwin H. Dande being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Jennifer Ndaisi Solovea
Advocate &
Commissioner For Oaths
P. O. Box 20060-00200
Nairobi

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
WACHIRA MACHARIA

WACHIRA MACHARIA

in the presence of:

BRIAN KIPKORIR RONO
ADVOCATE
P 105 / 17223 / 20
P.O. Box 27547 - 00100 NAIROBI

ADVOCATE

I certify that I was present and saw the Purchaser **WACHIRA MACHARIA** duly sign this Agreement.

BRIAN KIPKORIR RONO
ADVOCATE
P 105 / 17223 / 20
P.O. Box 27547 - 00100 NAIROBI

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	138,000/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	22,842/=
TOTAL	**177,342/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 552,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter	KES 24,000 (@8,000/= per month)
Service Charge deposit equivalent to three (3) months provisional service charge	KES 24,000/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
Full Back-up Generator Contribution	KES 50,000/=

AGREEMENT FOR LEASE

DATED_____20

CYTONN INTEGRATED PROJECT LLP

-TO-

COLLINS SASAKAH MAKUNDA

AND

CYNTHIA KHAMALA WANGAMATI

Apartment No.H708 Block H

The Alma,Ruaka

Erected on Title Numbers: Kiambaa/Ruaka/6260, Kiambaa/Ruaka/5230 and Kiambaa/Ruaka/3557

DRAWNBY:-

TAIBJEE AND BHALLA
ADVOCATES
HEVEA COURT
15 ELDAMA RAVINE ROAD
OFF PEPONIROAD
P O Box 10161-00100
NAIROBI

www.tandbadvocates.com

CSM CKW

THIS AGREEMENT is made on the day of 2018 between:

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **COLLINS SASAKAH MAKUNDA AND CYNTHIA KHAMALA WANGAMATI** both of Post Office Box Number 48477-00100, Nairobi (hereinafter together referred to as the "**Purchaser**" which expression shall where the context so admits include their respective personal representatives and assigns).

WHEREAS:

(A) The Vendor is the registered Proprietor of all those parcels of land known as Kiambaa/Ruaka/6260,Kiambaa/Ruaka/5230 and Kiambaa/Ruaka/3557 situate in Kiambu County,Ruaka (hereinafter together called the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***".

(B) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest.

(C) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means **one bedroom** apartment number **H708** on the **Seventh Floor** in **Block H** of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with **One (1)** parking bay;

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

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(d) the **"Building Documents"** means the plans drawings specifications and other documents relating to the Works which are listed in the First Schedule to this agreement;

(e) the **"Certificate of Practical Completion"** means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(f) **"Defect"** means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

(g) the **"Defects Liability Period"** means a period of six (6) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

(h) **"Delaying Factor"** means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

(i) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(j) **"Interest Rate"** means the rate of eighteen percent (18%) per annum to be calculated on daily balances;

(k) the **"Lease"** means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3 (f) hereof);

(l) the **"Lease Premium"** means the sum of Kenya Shillings Five Million, Eight Hundred Thousand (K.Shs.5,800,000/=);

(m) the **"Planning Permission"** means the detailed planning permission for the carrying out of the Works;

(n) the **"Practical Completion Date"** means the date falling twenty one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(o) the **"Purchaser's Advocates"** means Shikwe Nyagah and Company Advocates of Lower Hill Duplex Apts,Suite 29 of Lower Hill Road,Upperhill and of P.O Box 44958-00100,Nairobi;

(p) the **"Vendor's Advocates"** means Taibjee and Bhalla Advocates of 15 Eldama Ravine Road, Hevea Court and P.O Box 10161-00100 Nairobi;

(q) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(r) words importing one gender shall be construed as importing the other gender and the neuter;

(s) words importing the singular shall be construed as importing the plural and vice versa;

(t) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(u) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

(a) The Vendor shall:

(i) obtain all Approvals which are from time to time necessary to carry out and complete the Works; and
(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(b) The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;
(ii) in accordance with the terms of all Approvals;
(iii) in accordance with the Building Documents;
(iv) to a standard reasonably expected on such works in the building industry in Kenya; and
(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3 (b).

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(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Lease Premium as follows:

(i) The sum of Kenya Shillings Five Hundred and Eighty Thousand (K.Shs.580,000/=) being ten percent (10%) of the Lease Premium and the agreed Deposit in respect of the Lease Premium shall be paid on execution of the Letter of Offer.

(ii) The Balance of the Purchase Price being Kenya Shillings Five Million,Two Hundred and Twenty Thousand (K.Shs.5,220,000/=) shall be paid in installments as follows;

a) The First installment of Kenya Shillings Five Hundred and Eighty Thousand (K.Shs.580,000/=) shall be payable on or before 31st July,2017;
b) The Second installment of Kenya Shillings Five Hundred and Eighty Thousand (K.Shs.580,000/=) shall be payable on or before 31st October,2017;
c) The Third installment of Kenya Shillings Five Hundred and Eighty Thousand (K.Shs.580,000/=) shall be payable on or before 31st January,2018;
d) The Fourth installment of Kenya Shillings Five Hundred and Eighty Thousand (K.Shs.580,000/=) shall be payable on or before 30th April,2018;
e) The Fifth installment of Kenya Shillings Five Hundred and Eighty Thousand (K.Shs.580,000/=) shall be payable on or before 31st July,2018;
f) The Sixth installment of Kenya Shillings Five Hundred and Eighty Thousand (K.Shs.580,000/=) shall be payable on or before 31st October,2018;
g) The Seventh installment of Kenya Shillings Five Hundred and Eighty Thousand (K.Shs.580,000/=) shall be payable on or before 31st January,2019;
h) The final installment of Kenya Shillings One Million, One Hundred and Sixty Thousand (K.Shs.1,160,000/=) shall be payable on or before 31st March,2019 but subject to the issuance of the Certificate of Practical Completion by the Project Architect.

(iii) All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0220948004
Bank:	Diamond Trust Bank
Branch:	Lavington Curve
Swift Code:	DTKEKENA

(c) The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment.

(d) If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

(i) the Purchaser shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;
(ii) the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within 28

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days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 (e) shall apply.

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates.

(f) The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates.

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) The instrument of Lease (in triplicate) ;
(ii) a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and
(iii) a copy of the Certificate of Practical Completion.

(b) On or before the Practical Completion Date the Purchaser shall deliver to the Vendor's Advocates:
(i) the Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchaser;
(ii) copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;
(iii) a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease (The Purchaser shall have the option of paying the stamp duty directly to KRA and thereafter forward the original payment receipts to the Vendor's Advocates); and
(iv) payment of all amounts on account of the payments outlined in the Third Schedule

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

(d) The Purchaser is fully aware that the Lease will not be registered until all payments in the Second Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) the original Certificate of Lease in respect of the Apartment in the name of the Purchaser;
(ii) one counterpart of the duly stamped and registered Lease;

(iii) The original receipts in relation to the stamp duty and registration fees paid for the Lease;
(iv) A certified copy of the NEMA Certificate;
(v) A certified copy of the Land Rent Clearance Certificate for the year of registration;
(vi) A certified copy of the Land Rates Clearance Certificate for the year of registration;
(vii) A certified copy of the Commissioner of Lands Consent to Transfer;
(viii) A certified Copy of the KRA iTax Capital Gains Tax exemption acknowledgement receipt;
(ix) A certified copy of the valuation report for the apartment; and
(x) A certified copy of the Certificate of Incorporation of the Management Company.

(f) The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchaser, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchaser shall be entitled, without prejudice to any other rights and remedies available to him, to opt to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchaser the Lease Premium or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty(60) days thereof.

(c) If after the Purchaser has received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required to be delivered under clause 4(a) the Purchaser fails to pay the balance of the Lease Premium due to the Vendor the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring him to comply with his obligations to pay the balance of the Lease Premium under this agreement within twenty one (21) days of the date of service of the notice on the Purchaser.

(d) Time shall be of the essence in this Agreement.

(e) If the Purchaser fails to comply with a notice served upon him under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Lease Premium being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been

forfeited by the Purchaser. The Vendor shall after the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Apartment including all commissions payable to estate agents on such subsequent re-sale) refund to the Purchaser other payments paid by the Purchaser to the Vendor (less a further amount being the Vendor's Advocates' fees which shall be payable by the Purchaser for such failed transaction) without interest thereon and this Agreement shall then absolutely determine.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3(b) and 4(b) as at the Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Completion Date.

8. Conditions of Sale of the Apartment and the Vendor's Warranties

The Apartment is sold subject to:

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

The Vendor's Warranties

The Vendor warrants that:

(i) There is no law or decree or similar enactment binding on the Vendor so far as the Vendor is aware which would conflict with or prevent the Vendor from entering into or performing and observing the terms of this Agreement;

(ii) As at the signing of this Agreement and at to the best of the Vendor's knowledge, the Vendor is not engaged in any threatened litigation, arbitration or administrative proceedings relating to the Apartment;

(iii) At the signing of this Agreement, the Vendor has not agreed to sell the Apartment to any other party other than the Purchaser and the Vendor has not received any deposits or made commitments with regard to the Apartment;

(iv) To the best of the Vendor's knowledge, the Vendor has not received any notice from government or County Government or from owners of adjoining properties which remain to be complied with;

(v) The Vendor will immediately disclose in writing to the Purchaser any event or circumstance which may arise or become known to it after the date of this Agreement and prior to Completion which is inconsistent with any of the warranties.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement Date and Management of the Estate

(a) Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

(b) The Purchaser acknowledges that the Purchaser is purchasing the Apartment not only for its physical amenities but also as:

(i) A Real estate investment; and

(ii) For the lifestyle that the Estate shall offer. The Purchaser therefore agrees that the Vendor shall nominate a Managing Agent to manage the Property on behalf of the Purchaser and the Management Company and such Service Charge shall be payable to the appointed Managing Agent. The Management Company shall therefore delegate the operation, maintenance and management of the Estate together with all other services incidental to the Property management function to the said nominee who shall enter in to an arm's length agreement with the Management Company for the provision of the said services based for an initial term of twenty (20) years automatically renewable for two (2) further terms of fifteen (15) years each.

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not assign, share, part with or dispose of or deal with its interest under this Agreement or any part thereof without the prior written consent of the Vendor and on such terms and conditions as the Vendor may in its absolute discretion require;

(b) such nomination shall not absolve the Purchaser from the Purchaser's liabilities under this Agreement the provisions of which shall be binding on the Purchaser regardless of such power to nominate and/ or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchaser shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination.

12. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Second Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to

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be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

13. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Lease Premium.

14. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchaser.

15. Waiver

(a) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(b) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(c) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17. Entire Agreement

(a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

(b) Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

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18. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

19. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)

Authorised Representative)

Authorised Representative)

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Advocate's Certificate

I certify that I was present and saw MARTIN GITONGA and ELIZABETH MUENI being the Authorised Representatives of the **Vendor** duly sign and seal this Agreement.

ADVOCATE

Advocate

SIGNED and **DELIVERED** by the Purchaser the said)
COLLINS SASAKAH MAKUNDA AND CYNTHIA)
KHAMALA WANGAMATI in the presence of:)
) CM:.....
)
)
)
)
)
) CKW:.....

MERCY W. NYAGAH
ADVOCATE &
COMMISSIONER FOR OATHS
P. O. Box 44958 - 00100
NAIROBI, KENYA

ADVOCATE.....

Advocate's Certificate

I certify that I was present and saw **Collins Sasakah Makunda** and **Cynthia Khamala Wangamati** the Purchaser duly sign this Agreement.

MERCY W. NYAGAH
ADVOCATE &
COMMISSIONER FOR OATHS
P. O. Box 44958 - 00100
NAIROBI, KENYA

Advocate

FIRST SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

SECOND SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	58,000.00
Disbursements	10,000.00
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	10,880.00
TOTAL	**78,880.00**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	232,040.00
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000.00
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000.00
Initial Provisional Service Charge Deposit (for Three (3) months)	9,000.00 (@3,000.00 per month)
Provisional Service Charge for Three (3) months	9,000.00 (@3,000.00 per month)
Registration Fees/Incidental Expenses	10,000.00
Valuation Expenses (if undertaken by the Vendor's Advocates)	15,000.00
Installation of Water Meter a/c	5,000. 00
Installation of Electricity Meter a/c	5,000.00

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DATED_____20____

CYTONN INTEGRATED PROJECT LLP

-to-

ALLEN CURTIS K DENNIS

AGREEMENT FOR LEASE

Apartment No. 309, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/158/1/74/66

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liabil ty partnership registered under the laws of the Republic of Kenya and having a posta address of P. O. Box 20605 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **ALLEN CURTIS K DENNIS** of 39 Rosslyn Heights Estate Nairobi (hereinafter referred to as the 'Purchaser' which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Lega Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the ful Purchase Price (for cash buyers) or upon rece pt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of a l the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into th s agreement.

NOW IT IS AGREED as follows:

1. **Definitions and Interpretation**

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two-bedroom apartment number 309 on the 3rd Floor in Block C of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as **The Alma**;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Eleven Million Five Hundred and Ninety-Two Thousand (KES 11,592,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the obtained planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu.

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi;**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents,

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall;

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement.

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. The sum of Kenya Shillings Twenty Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges)*;

3.2.2. The sum of Kenya Shillings One Million, One Hundred and Thirty-Four Thousand, Two Hundred (KES 1,134,200) has been paid from Cytonn Project Notes (CPN) and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges;

3.2.3. The balance of the Lease Premium being the sum of Kenya Shillings Ten Million, Four Hundred and Thirty-Two Thousand, Eight Hundred (KES 10,432,800) shall be payable as follows:

3.2.3.1. Kenya Shillings Five Million, Eight Hundred and Twenty-One Thousand (KES 5,821,000) shall be payable on or before May 18, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn Project Notes (CPN));

3.2.3.2. Kenya Shillings Six Hundred and Twelve Thousand, Seven Hundred and Seventy-Five, Eighty-Four Cents (KES 612,775.84) shall be payable on or before June 04, 2021 (receipt whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Six Hundred and Twelve Thousand, Seven Hundred and Seventy-Five, Eighty-Four Cents (KES 612,775.84/-) shall be payable on or before June 25, 2021;

3.2.3.4. Kenya Shilings Six Hundred and Twelve Thousand, Seven Hundred and Seventy-Five, Eighty Four Cents (KES 612,775.84) shall be payable on or before July 28, 2021;

3.2.3.5. Kenya Shillings Two Million, Seven Hundred and Seventy Three Thousand, Four Hundred and Seventy-Two, Forty-Eight Cents (KES 2,773,472.48) shall be payable on or before August 28, 2021;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Integrated Project LLP
Account No. 0212907282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the lease to the Vendor's Advocates, and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment,

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "*Discharge*");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6557 showing the registration of the Lease for the Apartment endorsed thereon,

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of

the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s)

5. **Failure of Completion**

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3 Take legal action for specific performance

5.2 In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure

to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, arrests, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the Force Majeure Notice) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under

obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 17.7.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon

13. **Legal Costs**

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. **Currency**

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. **Waiver**

16.1 Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2 Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

18. **Entire Agreement**

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and allen_dennis1@yahoo.co.uk (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
)
)
Authorised Representative)
)
)
)
Authorised Representative)

I certify that I was present and saw GRACE WAIMBUI WERU and MICHAEL OCHIENG OYUNDA being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN KIPKORIR ROTICH
ADVOCATE
P 105 / 17223 / 20
P.O. Box 27547 - 00100 NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ALLEN CURTIS K DENNIS

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ALLEN CURTIS K DENNIS

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)

ADVOCATE

I certify that I was present and saw the Purchaser **ALLEN CURTIS K DENNIS** duly sign this Agreement.

RAYNOLD NGONDO MWANGUKU
ADVOCATE
P105/15914/2019
P.O. Box 27547 - 00100, NAIROBI

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	86,940/-
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	14,672/-
TOTAL	118,112/=

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 463,680/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	KES 19,500 (@KES 6,500/= per month)
Service Charge deposit equivalent to three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

ALLEN CURTIS K DENNIS

AGREEMENT FOR LEASE

Apartment No. 405, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/160/1/74/66

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT** LLP a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20995 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns).

(2) **ALLEN CURTIS K DENNIS** of 30 Rosslyn Heights Estate Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "*The Alma*".

(B) SBM Bank Limited (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers)

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing the Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows.

1. **Definitions and interpretation**

In this Agreement unless the context otherwise provides.

a) "**Apartment**" means a two bedroom apartment number 405 on the 4th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectional practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as the Area;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Eleven Million, Six Hundred and Eighty Four Thousand (KES 11,684,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the resident al unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means,

r) the "**Vendor's Advocates**" means **RN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi,**

s) the "**Works**" means the works wh ch are to be carried out on the Property in accordance with the terms of th s agreement and wh ch are descr bed in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilit es of that party under th s Agreement sha l be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workman ike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals,

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such addit onal constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amen ties enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows

3.2.1. The sum of Kenya Shillings Twenty Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges)*;

3.2.2. The sum of Kenya Shillings One Million, One Hundred and Forty-Three Thousand, Four Hundred (KES 1,143,400) has been paid from Cytonn Project Notes (CPN) and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges,

3.2.3. The balance of the Lease Premium being the sum of Kenya Shillings Ten Million, Five Hundred and Fifteen Thousand, Six Hundred (KES 10,515,600) shall be payable as follows;

3.2.3.1 Kenya Shillings Five Million, Eight Hundred and Sixty Seven Thousand (KES 5,867,000) shall be payable on or before May 18, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn Project Notes (CPN));

3.2.3.2. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty-Five and Fifty Cents (KES 617,665.50) shall be payable on or before June 04, 2021 (receipt whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty Five and Fifty Cents (KES 617,665.50) shall be payable on or before June 25, 2021;

3.2.3.4. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty-Five and Fifty Cents (KES 617,665.50) shall be payable on or before July 28, 2021;

3.2.3.5. Kenya Shillings Two Million, Seven Hundred and Ninety-Five Thousand, Six Hundred and Three, Forty-Nine Cents (KES 2,795,603.49) shall be payable on or before August 28, 2021;

3.3. All payments shall be made in cleared funds, without deduction, set off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2 On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge,

4.5.5. a registered floor plan of the Apartment;

4.5.6 certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9 certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No *Kiambaa/Ruaka/6667* showing the registration of the Lease for the Apartment endorsed thereon,

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment, and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the Breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2 rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3 In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with her obligations under Clauses 4.2 and 4.3 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi equities (if any), and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event

which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters.

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3 Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to

the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1 Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter

and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and allen_dennis1@yahoo.co.uk (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL OCHIENG OMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN KIPKORIR RONO
ADVOCATE
P.O. Box 27547 - 00100 NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ALLEN CURTIS K DENNIS

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ALLEN CURTIS K DENNIS

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ADVOCATE

I certify that I was present and saw the Purchaser **ALLEN CURTIS K DENNIS** duly sign this Agreement.

RAYNOLD NGURLO MWANGUKU
ADVOCATE
P105/05914/2019
P.O. Box 27547 - 00100, NAIROBI

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 15th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	87,630/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/-
Registration expenses	6,500/-
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	14,782.40/=
TOTAL	118,912.40/-

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 467,360/-
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 15,000/-
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	KES 19,500 (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=

DATED_____20____

CYTONN INTEGRATED PROJECT LLP

-to-

ALLEN CURTIS K DENNIS

AGREEMENT FOR LEASE

Apartment No. 403, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/159/1/74/66

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20605 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **ALLEN CURTIS K DENNIS** of 39 Rosslyn Heights Estate Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "*The Almas*";

(B) **SBM Bank Limited** (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement

(E) The Vendor in developing The Almas on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides.

a) "**Apartment**" means a two-bedroom apartment number 403 on the 4th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to re-instate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing.

n) the "**Lease Premium**" means the sum of Kenya Shillings Eleven Million, Six Hundred and Eighty Four Thousand (KES 11,684,000.00) and shall have the same meaning as "**Purchase Price**";

o) the 'Planning Permission' means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "Purchasers' Advocates" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi**;

s) the "Works" means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the nector;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement.

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. The sum of Kenya Shillings Twenty Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges);*

3.2.2. The sum of Kenya Shillings One Million, One Hundred and Forty-Three Thousand, Four Hundred (KES 1,143,400) has been paid from Cytonn Project Notes (CPN) and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges;

3.2.3. The balance of the Lease Premium being the sum of Kenya Shillings Ten Million, Five Hundred and Fifteen Thousand, Six Hundred (KES 10,515,600) shall be payable as follows;

3.2.3.1. Kenya Shillings Five Million, Eight Hundred and Sixty Seven Thousand (KES 5,867,000) shall be payable on or before May 18, 2021 (receipt of which the Vendor hereby acknowledges from: Cytonn Project Notes (CPN));

3.2.3.2. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty-Five and Fifty Cents (KES 617,665.50) shall be payable on or before June 04, 2021 (receipt whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty-Five and Fifty Cents (KES 617,665.50) shall be payable on or before June 25, 2021;

3.2.3.4. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty Five and Fifty Cents (KES 617,665.50) shall be payable on or before July 28, 2021;

3.2.3.5. Kenya Shillings Two Million, Seven Hundred and Ninety-Five Thousand, Six Hundred and Three, Forty-Nine Cents (KES 2,795,603.49) shall be payable on or before August 28, 2021;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Interpoted Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates

3.6 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1 Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates.

4.2.1 the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser,

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates.

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5 a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10 a certified copy of the Title for Land Title No Kiambu/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. **Failure of Completion**

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of the receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period

7. **Possession**

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option, the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1 Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event

which was not within the control of the Vendor, or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to

the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter

and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and allen_dennis1@yahoo.co.uk (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
)
Authorised Representative)
)
)
)
Authorised Representative)

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL OCHIENG OMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN KIPKORIR RONO * ADVOCATE * P.O. Box 27547 - 00100 NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ALLEN CURTIS K DENNIS

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ALLEN CURTIS K DENNIS

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ADVOCATE

I certify that I was present and saw the Purchaser **ALLEN CURTIS K DENNIS** duly sign this Agreement.

Advocate

REYNOLD NGONDO MWANGUKU
ADVOCATE
P105/15914/2019
P.O. Box 27547 - 00100, NAIROBI

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 15th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	87,930/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/-
Registration expenses	6,500/-
Valuation fees	5,000/=
V.A.T (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	14,782.40/=
TOTAL	118,912.40/

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 457,360/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 7,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	KES 19,500 (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

ALLEN CURTIS K DENNIS

AGREEMENT FOR LEASE

Apartment No. 507, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/162/1/74/66

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **ALLEN CURTIS K DENNIS** of 39 Rosslyn Heights Estate Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include His personal representatives and assigns)

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "*The Alma*";

(B) SBM Bank Limited (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two-bedroom apartment number 507 on the 5th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the **Defects Liability Period**;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "Lease" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding, Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Eleven Million, Seven Hundred and Seventy-Six Thousand (KES 11,776,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the '**Property Completion Date**' means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi**;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other genders and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa,

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. **The Works**

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya, and

(v) otherwise in accordance with this agreement.

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3 Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows.

3.2.1. The sum of Kenya Shillings Twenty Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges);*

3.2.2. The sum of Kenya Shillings One Million, One Hundred and Fifty-Two Thousand, Six Hundred (KES 1,152,600.00) has been paid from Cytonn Project Notes (CPN) and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges;

3.2.3. The balance of the Lease Premium being the sum of Kenya Shillings Ten Million, Five Hundred and Ninety-Eight Thousand, Four Hundred (KES 10,598,400) shall be payable as follows;

3.2.3.1 Kenya Shillings Five Million, Nine Hundred and Thirteen Thousand (KES 5,913,000) shall be payable on or before May 18, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn Project Notes (CPN));

3.2.3.2. Kenya Shillings Six Hundred and Twenty-Two Thousand, Five Hundred and Fifty-Five and Seventeen Cents (KES 622,555.17) shall be payable on or before June 04, 2021 (receipt whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Six Hundred and Twenty-Two Thousand, Five Hundred and Fifty Five and Seventeen Cents (KES 622,555.17) shall be payable on or before June 25, 2021;

3.2.3.4. Kenya Shillings Six Hundred and Twenty-Two Thousand, Five Hundred and Fifty-Five and Seventeen Cents (KES 622,555.17) shall be payable on or before July 28, 2021.

3.2.3.5. Kenya Shillings Two Million, Eight Hundred and Seventeen Thousand, Seven Hundred and Thirty-Four, Fifty Cents (KES 2,817,734.50) shall be payable on or before August 28, 2021;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows.

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCIBLCENA

3.4 The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1 Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates

4.1.1. the instrument of Lease (in triplicate); and

4.1.2 a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3 The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7 certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9 certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12 Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of

the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. **Failure of Completion**

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3 Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as a consequence of any act, cause or event

which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters.

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3 Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to

the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. **Currency**

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. **Waiver**

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1 If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. **Entire Agreement**

18.1 This agreement constitutes the entire agreement between the parties about its subject matter

and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and allen_dennis1@yahoo.co.uk (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
)
)
Authorised Representative)
)
)
)
Authorised Representative)

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL OCHIENG OMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN KIPKOECH KONO
ADVOCATE
P.O. Box 27547 - 00100 NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ALLEN CURTIS K DENNIS

)
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ALLEN CURTIS K DENNIS

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ADVOCATE

I certify that I was present and saw the Purchaser **ALLEN CURTIS K DENNIS** duly sign this Agreement.

Advocate

RAYNOLD NGONDO MWANGURE
ADVOCATE
P105/15914/2019
P.O. Box 27547 - 00100, NAIROBI

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 10th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	88,320/=
Disbursements	4,760/-
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	14,892.80/-
TOTAL	119,712.80/=

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 471,040/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/-
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter	KES 19,500 (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

ALLEN CURTIS K DENNIS

AGREEMENT FOR LEASE

Apartment No. 405, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/160/1/74/66

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT** LLP a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20995 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns).

(2) **ALLEN CURTIS K DENNIS** of 30 Rosslyn Heights Estate Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "*The Alma*".

(B) SBM Bank Limited (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers)

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing the Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows.

1. **Definitions and interpretation**

In this Agreement unless the context otherwise provides.

a) "**Apartment**" means a two bedroom apartment number 405 on the 4th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectional practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as the Area;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Eleven Million, Six Hundred and Eighty Four Thousand (KES 11,684,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the resident al unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means,

r) the "**Vendor's Advocates**" means **RN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi,**

s) the "**Works**" means the works wh ch are to be carried out on the Property in accordance with the terms of th s agreement and wh ch are descr bed in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilit es of that party under th s Agreement sha l be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workman ike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals,

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such addit onal constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amen ties enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows

3.2.1. The sum of Kenya Shillings Twenty Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges)*;

3.2.2. The sum of Kenya Shillings One Million, One Hundred and Forty-Three Thousand, Four Hundred (KES 1,143,400) has been paid from Cytonn Project Notes (CPN) and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges,

3.2.3. The balance of the Lease Premium being the sum of Kenya Shillings Ten Million, Five Hundred and Fifteen Thousand, Six Hundred (KES 10,515,600) shall be payable as follows;

3.2.3.1 Kenya Shillings Five Million, Eight Hundred and Sixty Seven Thousand (KES 5,867,000) shall be payable on or before May 18, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn Project Notes (CPN));

3.2.3.2. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty-Five and Fifty Cents (KES 617,665.50) shall be payable on or before June 04, 2021 (receipt whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty Five and Fifty Cents (KES 617,665.50) shall be payable on or before June 25, 2021;

3.2.3.4. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty-Five and Fifty Cents (KES 617,665.50) shall be payable on or before July 28, 2021;

3.2.3.5. Kenya Shillings Two Million, Seven Hundred and Ninety-Five Thousand, Six Hundred and Three, Forty-Nine Cents (KES 2,795,603.49) shall be payable on or before August 28, 2021;

3.3. All payments shall be made in cleared funds, without deduction, set off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2 On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge,

4.5.5. a registered floor plan of the Apartment;

4.5.6 certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9 certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No *Kiambaa/Ruaka/6667* showing the registration of the Lease for the Apartment endorsed thereon,

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment, and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the Breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2 rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3 In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with her obligations under Clauses 4.2 and 4.3 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi equities (if any), and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event

which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters.

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3 Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to

the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1 Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter

and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and allen_dennis1@yahoo.co.uk (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL OCHIENG OMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN KIPKORIR RONO
ADVOCATE
P.O. Box 27547 - 00100 NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ALLEN CURTIS K DENNIS

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ALLEN CURTIS K DENNIS

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ADVOCATE

I certify that I was present and saw the Purchaser **ALLEN CURTIS K DENNIS** duly sign this Agreement.

RAYNOLD NGURLO MWANGUKU
ADVOCATE
P105/05914/2019
P.O. Box 27547 - 00100, NAIROBI

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 15th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	87,630/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/-
Registration expenses	6,500/-
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	14,782.40/=
TOTAL	118,912.40/-

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 467,360/-
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 15,000/-
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	KES 19,500 (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=

DATED_____20____

CYTONN INTEGRATED PROJECT LLP

-to-

ALLEN CURTIS K DENNIS

AGREEMENT FOR LEASE

Apartment No. 407, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/161/1/74/66

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **ALLEN CURTIS K DENNIS** of 39 Rosslyn Heights Estate Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns)

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "*The Alma*";

(B) SBM Bank Limited (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two-bedroom apartment number 407 on the 4th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red,

b) '**Approvals**' means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works,

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement,

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation,

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period,

i) the '**Defects Liability Period**' means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as **The Alma**;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Eleven Million, Six Hundred and Eighty Four Thousand (KES 11,684,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "Planning Permission" means the detailed planning permission for the carrying out of the Works;

p) the "Property Completion Date" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "Purchasers' Advocates" means,

r) the "Vendor's Advocates" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavillon, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi;**

s) the "Works" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter.

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. **The Works**

2.1. The Vendor shall:

(i) use all reasonable endeavours to obtain all Approvals which are from time to time necessary to carry out and complete the Works, and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2 The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of the respective kinds;

(ii) in accordance with the terms of all Approvals,

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya, and

(v) otherwise in accordance with this agreement.

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. The sum of Kenya Shillings Twenty Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges);*

3.2.2. The sum of Kenya Shillings One Million, One Hundred and Forty-Three Thousand, Four Hundred (KES 1,143,400) has been paid from Cytonn Project Notes (CPN) and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges;

3.2.3. The balance of the Lease Premium being the sum of Kenya Shillings Ten Million, Five Hundred and Fifteen Thousand, Six Hundred (KES 10,515,600) shall be payable as follows;

3.2.3.1. Kenya Shillings Five Millions, Eight Hundred and Sixty Seven Thousand (KES 5,867,000) shall be payable on or before May 18, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn Project Notes (CPN));

3.2.3.2. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty-Five and Fifty Cents (KES 617,665.50) shall be payable on or before June 04, 2021 (receipt whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty-Five and Fifty Cents (KES 617,665.50) shall be payable on or before June 25, 2021;

3.2.3.4. Kenya Shillings Six Hundred and Seventeen Thousand, Six Hundred and Sixty-Five and Fifty Cents (KES 617,665.50) shall be payable on or before July 28, 2021;

3.2.3.5. Kenya Shillings Two Million, Seven Hundred and Ninety-Five Thousand, Six Hundred and Three, Forty-Nine Cents (KES 2,795,603.49) shall be payable on or before August 08, 2021;

3.3 All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212J07282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.4 The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5 The Lease shall be completed on or Before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1 Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser.

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5 a registered floor plan of the Apartment;

4.5.6 certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10 a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6557 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11 a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s)

5. **Failure of Completion**

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1 charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive), or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date

8. **Conditions**

The Apartment is sold subject to:

8.1 all subsisting easements, quasi-easements, and rights of way (if any), profits and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to re-purchase and in case the Vendor does not exercise this option, the Purchasers shall be at liberty to put third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's

negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God,

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise, and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. **Legal Costs**

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified

14. **Currency**

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium

15. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser

16. **Waiver**

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this Agreement and the remaining provisions of this agreement shall continue in full force and effect

17.2 Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. **Entire Agreement**

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rel@Cytonn.com (for the Vendor) and allen_dennis1@yahoo.co.uk (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
)
Authorised Representative)
)
)
)
Authorised Representative)

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL ORIENG OMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN KIPKORIR RONO
ADVOCATE
P.O. Box 77547 - 00100 NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ALLEN CURTIS K DENNIS

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ALLEN CURTIS K DENNIS

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ADVOCATE

I certify that I was present and saw the Purchaser **ALLEN CURTIS K DENNIS** duly sign this Agreement.

Advocate

RAYNOLD NGONDO MWANGUKU
ADVOCATE
P105/15914/2019
P.O. Box 27547 - 00100, NAIROBI

FIRST SCHEDULE
The Property

"**Property**" means **All** that piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 15th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder.

ITEM	AMOUNT(KES)
Legal Fees	87,630/=
Disbursements	4,760/
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/-
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of the amount)	14,782.40/-
TOTAL	118,912.40/-

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer]	KES 467,360/--
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	KES 19,500 (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=

DATED_____20____

CYTONN INTEGRATED PROJECT LLP

-to-

ALLEN CURTIS K DENNIS

AGREEMENT FOR LEASE

Apartment No. 603, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/163/1/74/66

THIS AGREEMENT is made on the day of 2C between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20093 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **ALLEN CURTIS K DENNIS** of 30 Rosslyn Heights Estate Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***".

(B) SBM Bank Limited (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma or the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two-bedroom apartment number 603 on the 6th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) '**Approvals**' means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to re-instate the Works and '**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectional practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as **The Alma**;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Eleven Million, Eight Hundred and Sixty-Eight Thousand (KES 11,868,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the '**Purchasers' Advocates**' means:

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi.**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1 The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement.

Any additional construction to be carried out by the Purchasers shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. The sum of Kenya Shillings Twenty Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges)*,

3.2.2. The sum of Kenya Shillings One Million, One Hundred and Sixty-One Thousand, Eight Hundred (KES 1,161,800.00) has been paid from Cytonn Project Notes (CPN) and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges,

3.2.3. The balance of the Lease Premium being the sum of Kenya Shillings Ten Million, Six Hundred and Eighty One Thousand, Two Hundred (KES 10,681,700.00) shall be payable as follows;

3.2.3.1. Kenya Shillings Five Million, Nine Hundred and Fifty Nine Thousand (KES 5,959,000) shall be payable on or before May 18, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn Project Notes (CPN));

3.2.3.2. Kenya Shillings Six Hundred and Twenty-Seven Thousand, Four Hundred and Forty Four and Eighty-Three Cents (KES 627,444.83) shall be payable on or before June 04, 2021 (receipt whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Six Hundred and Twenty Seven Thousand, Four Hundred and Forty-Four and Eighty Three Cents (KES 627,444.83) shall be payable on or before June 25, 2021;

3.2.3.4. Kenya Shillings Six Hundred and Twenty-Seven Thousand, Four Hundred and Forty-Four and Eighty-Three Cents (KES 627,444.83) shall be payable on or before July 28, 2021;

3.2.3.5. Kenya Shillings Two Million, Eight Hundred and Thirty Nine Thousand, Eight Hundred and Sixty Five and Fifty Cents (KES 2,839,865.50) shall be payable on or before August 28, 2021;

3.3. All payments shall be made in cleared funds, without deduction, set off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Integrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates

3.6. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as

circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2 On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1 the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2 copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/5667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

5. **Failure of Completion**

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the delay; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the condations hereof, the Purchaser agrees that the Vendor may proceed to sell the Property **PROVIDED** that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period

7. **Possession**

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the documents of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option, the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regards to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's

negligence including, without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delay in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accidental, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3 Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1 Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and allen_dennis1@yahoo.co.uk (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
)
Authorised Representative)
)
)
)
Authorised Representative)

I certify that I was present and saw IRENE WAMBUI WERU and MICHAEL OCHIENG ODHIAMBO being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN WAMPROSE RONO
ADVOCATE
P 105 / 17223 / 20
P.O. BOX 27547 - 00100 NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ALLEN CURTIS K DENNIS

ALLEN CURTIS K DENNIS

ADVOCATE

I certify that I was present and saw the Purchaser **ALLEN CURTIS K DENNIS** duly sign this Agreement.

RAYNOLD NGONDO MWANGUKU
ADVOCATE
P105/15914/2019
P.O. Box 27547 - 00100, NAIROBI

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven one nine nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annextures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	89,010/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	15,003.20/=
TOTAL	120,513.20/=

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 474,720/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 14,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	KES 19,500 (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/
Water Deposit	KES 5,000/-
Electricity Deposit	KES 5,000/ -

DATED_____20____

CYTONN INTEGRATED PROJECT LLP

-to-

ALLEN CURTIS K DENNIS

AGREEMENT FOR LEASE

Apartment No. 802, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/164/1/74/66

THIS AGREEMENT is made on the day of 20 between.

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O Box 20095 - 00200, Nairobi (hereinafter referred to as the "Vendor" which expression shall where the context so admits include its successors in title and assigns);

(2) **ALLEN CURTIS K DENNIS** of 59 Rosslyn Heights Estate Nairobi (hereinafter referred to as the "Purchaser" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "*The Alma*";

(B) SBM Bank Limited (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the Buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the revers ionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides.

a) "**Apartment**" means a two-bedroom apartment number 802 on the 8th Floor in Block B of the building being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "Estate" means the residential apartments, commercial centre, nursery school together with a common garden/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Aime;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Twelve Million, Fifty Two Thousand (KES 12,052,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the '**Purchasers' Advocates**" means;

r) the '**Vendor's Advocates**' means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi;**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents,

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons,

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1 The sum of Kenya Shillings Twenty Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges);*

3.2.2. The sum of Kenya Shillings One Million, One Hundred and Eighty Thousand, Two Hundred (KES 1,180,200.00) has been paid from Cytonn Project Notes (CPN) and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor hereby acknowledges;

3.2.3 The balance of the Lease Premium being the sum of Kenya Shillings Ten Million, Eight Hundred and Forty-Six Thousand, Eight Hundred (KES 10,846,800.00) shall be payable as follows;

3.2.3.1 Kenya Shillings Six Million, Fifty-One Thousand (KES 6,051,000.00) shall be payable on or before May 28, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn Project Notes (CPN));

3.2.3.2. Kenya Shillings Six Hundred and Thirty-Seven Thousand, Two Hundred and Twenty-Four and Sixteen Cents (KES 637,224.16) shall be payable on or before June 04, 2021 (receipt whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Six Hundred and Thirty-Seven Thousand, Two Hundred and Twenty-Four and Sixteen Cents (KES 637,224.16) shall be payable on or before June 25, 2021;

3.2.3.4. Kenya Shillings Six Hundred and Thirty-Seven Thousand, Two Hundred and Twenty Four and Sixteen Cents (KES 637,224.16) shall be payable on or before July 28, 2021,

3.2.3.5 Kenya Shillings Two Million, Eight Hundred and Eighty Four Thousand, One Hundred and Twenty Seven and Fifty Two Cents (KES 2,884,127.52) shall be payable on or before August 28, 2021;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No. 0213307282001
Bank: SBM BANK
Branch: RIVERS DE DRIVE
Swift Code: FCBLKENA

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1 the instrument of Lease (in triplicate), and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates, and

4.2.4 payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3 one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4 the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsee thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of

the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding, failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding Balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi easements, and rights of way (if any), equities and quasi - equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option, the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1 Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event

which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3 Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to

the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2 No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1 This agreement constitutes the entire agreement between the parties about its subject matter

and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and allen_dennis1@yahoo.co.uk (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
)
)
Authorised Representative)
)
)
)
Authorised Representative)

CIPH13

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL ICHIEVE AMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN KIPKOECH KIPRONO
ADVOCATE
P.O. Box 27547 - 00100 NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ALLEN CURTIS K DENNIS

ALLEN CURTIS K DENNIS

ADVOCATE

I certify that I was present and saw the Purchaser **ALLEN CURTIS K DENNIS** duly sign this Agreement.

RAYNOLD NJOROGE MWANGUKU
ADVOCATE
P.O. Box 27547 - 00100, NAIROBI

*Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	90,090/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	15,224/=
TOTAL	122,114/=

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 482,080/-
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/-
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter	KES 19,500 (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

ALLEN CURTIS K DENNIS

AGREEMENT FOR LEASE

Apartment No. 1003, Block D
The Alma, Ruaka

DRAWN BY:-

— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/165/1/74/66

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **ALLEN CURTIS K DENNIS** of 35 Rosslyn Heights Estate Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns)

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***".

(B) SBM Bank Limited (hereinafter called "**the Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement

NOW IT IS AGREED as follows:

1. **Definitions and Interpretation**

In this Agreement unless the context otherwise provides.

a) "**Apartment**" means a two-bedroom apartment number 1003 on the 10th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and '**Approval**' shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectional practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Kenya Shillings Twelve Million, Two Hundred and Thirty-Six (KES 12,236,000.00) and shall have the same meaning as "**Purchase Price**".

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 - 00100, Nairobi;**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. **The Works**

2.1 The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2 The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement.

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1 Subject as provided in clause 5, the Vendor shall grant the lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1.The sum of Kenya Shillings Twenty Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges)*;

3.2.2 The sum of Kenya Shillings One Million, One Hundred and Ninety-Eight Thousand, Six Hundred (KES 1,198,600.00) has been paid from Cytonn Project Notes (CPN) and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor hereby acknowledges;

3.2.3.The balance of the Lease Premium being the sum of Kenya Shillings Eleven Million, Twelve Thousand, Four Hundred (KES 11,012,400.00) shall be payable as follows;

3.2.3.1 Kenya Shillings Six Million, One Hundred and Forty Three Thousand (KES 6,143,000.00) shall be payable on or before May 28, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn Project Notes (CPN));

3.2.3.2. Kenya Shillings Six Hundred and Forty-Seven Thousand and Three and Forty-Nine Cents (KES 647,003.49/=) shall be payable on or before June 04, 2021 (receipt whereof the vendor acknowledges);

3.2.3.3 Kenya Shillings Six Hundred and Forty Seven Thousand and Three and Forty Nine Cents (KES 647,003.49/=) shall be payable on or before June 25, 2021;

3.2.3.4. Kenya Shillings Six Hundred and Forty-Seven Thousand and Three and Forty Nine Cents (KES 647,003.49/-) shall be payable on or before July 28, 2021;

3.2.3.5. Kenya Shillings Two Million, Nine Hundred and Twenty-Eight Thousand, Three Hundred and Eighty-Nine and Fifty-Four Cents (KES 2,928,389.54/-) shall be payable on or before August 28, 2021;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307232001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBKKENA

3.4 The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1 Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2 a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates. and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease,

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge").

4.5.4 the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5 a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8 copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No Kiambaa/Ruaka/6007 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12 Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s)

5. Failure of Completion

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive), or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such an amount represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3 Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi easements, and rights of way (if any), equities and quasi equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's

negligence including without limitation in any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience howsoever occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures,

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4 In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. **Legal Costs**

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. **Currency**

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. **Waiver**

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

18. **Entire Agreement**

18.1. This Agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and allen_dennis1@yahoo.co.uk (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
)
)
Authorised Representative)
)
)
)
)
Authorised Representative)

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL OCHIENG OMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

BRIAN KIPKOSGEI KIRONO
ADVOCATE
P.O. Box 27567 - 00100 NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
ALLEN CURTIS K DENNIS

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ALLEN CURTIS K DENNIS

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ADVOCATE

I certify that I was present and saw the Purchaser **ALLEN CURTIS K DENNIS** duly sign this Agreement.

RANNOLD NGONDO MWANGI
ADVOCATE
P105/5914/2019
P.O. Box 27547 - 00100, NAIROBI

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 15th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	91,770/=
Disbursements	4,760/-
Stamp Duty on the Agreement	240/
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	15,444.80/=
TOTAL	123,714.80/-

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer	KES 489,440/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	KES 19,500 (@KES 6,500/- per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/
Water Deposit	KES 5,000/-
Electricity Deposit	KES 5,000/=

DATED **2022**

CYTONN INTEGRATED PROJECT, LLP
(as the "**Vendor**")

to

ELENDI LIMITED
(as the "**Purchaser**")

AGREEMENT FOR LEASE

APARTMENT NO. D-103, BLOCK D, THE ALMA, RUAKA
(as the "**Apartment**")

DRAWN BY:

ORARO & COMPANY
ADVOCATES

ACK Garden Annex 6th Floor
1st Ngong Avenue
P.O. Box 51236 – 00200
NAIROBI
Website: www.oraro.co.ke
Email: pamella@oraro.co.ke
(Ref: CYT1.2/078)

THIS AGREEMENT is made on the day of 20

Between,

1. **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

2. **ELENDI LIMITED** a limited liability company incorporated under the laws of the Republic of Kenya and having a postal address of P. O. Box 74600-00200, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS:

A. The Vendor is registered as proprietor of all that parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "**The Alma**"

B. SBM Bank Limited (hereinafter called the "**Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

C. The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the apartments in the Project intends to convey to the Management Company the reversionary interest.

D. The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this Agreement.

E. The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise provides:

1.1.1 "**Apartment**" means the two (2) bedroom, Apartment Number D-103 on the 1st Floor in Block D of the building being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed

hereto and shaded in red;

1.1.2 "**Approvals**" means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

1.1.3 "**Architect**" means a qualified and licensed for the time being appointed as architect in respect of the Works;

1.1.4 "**Building Documents**" means the plans, drawings, specifications and other documents relating to the Works which are listed in the Second Schedule to this Agreement;

1.1.5 **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

1.1.6 "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

1.1.7 "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

1.1.8 "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2, the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

1.1.9 "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

1.1.10 "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

1.1.11 "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

1.1.12 "**Interest Rate**" means the rate Eighteen percent (18%) per annum to be compounded on a daily basis;

1.1.13 "**Lease**" means a lease of the Apartment, as shall be prepared by the

Vendor's Advocates;

1.1.14 "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

1.1.15 "**Lease Premium**" means the sum of **Kenya Shillings Twelve Million Four Hundred Thousand (Kshs. 12,400,000/=)**; and shall have the same meaning as "**Purchase Price**";

1.1.16 "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

1.1.17 "**Property Completion Date**" shall be ten (10) days after the issuance of the residential unit's Certificate of Occupation by the County Government of Kiambu;

1.1.18 "**Purchaser's Advocates**" means Waweru Kihara & Company Advocates LLP, Suite No.1, Lange Lange Court, between The Heron Portico Hotel/ Middle East Bank, Jakaya Kikwete Road, P.O. Box 1220-00100, Nairobi;

1.1.19 "**Vendor's Advocates**" means Oraro & Company Advocates, ACK Garden Annex, 6th Floor, 1st Ngong Avenue, P. O. Box 51236 - 00200, Nairobi;

1.1.20 "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents;

1.1.21 words importing one gender shall be construed as importing the other gender and the neuter;

1.1.22 words importing the singular shall be construed as importing the plural and vice versa;

1.1.23 where any party comprises more than one person, the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

1.1.24 the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1 The Vendor shall:

2.1.1 use all reasonable endeavours to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2 pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2 The Vendor shall diligently carry out and complete the Works:

2.2.1 in a good and workmanlike manner and with sound materials of their respective kinds;
2.2.2 in accordance with the terms of all Approvals;
2.2.3 in accordance with the Building Documents;
2.2.4 to a standard reasonably expected on such works in the building industry in Kenya; and
2.2.5 otherwise in accordance with this Agreement.

2.3 Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1 Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2 As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Purchase Price as follows: -

3.2.1 The sum of **Kenya Shillings Twenty-Five Thousand (Kshs. 25,000.00)** on account of the reservation deposit, receipt whereof the Vendor acknowledges;

3.2.2 The sum of **Kenya Shillings One Million, Two Hundred and Fifteen Thousand (Kshs. 1,215,000.00)** shall be paid upon the Purchaser's execution of this Letter of Offer, and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt whereof the Vendor acknowledges from Cytonn High Yield Solutions (CHYS) subject to receipt of the subsequent cash instalment;

3.2.3 The balance of the Purchase Price in the sum of **Kenya Shillings Eleven Million, One Hundred and Sixty Thousand (Kshs. 11,160,000.00)** shall be paid in instalments in the following manner that is to say:

a. CHYS transfer of **Kenya Shillings Four Million, Nine Hundred and Eighty-Five Thousand (Kshs. 4,985,000.00)** shall be payable on or before 17th July 2021, receipt of which the Vendor acknowledges from Cytonn High Yield Solutions (CHYS) subject to receipt of the subsequent cash instalments;

b. The cash instalment of **Kenya Shillings Six Million, One Hundred and Seventy-Five Thousand (Kshs. 6,175,000.00)** is payable on or before 29th October 2021, receipt whereof the Vendor acknowledges.

3.3 All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account(s), whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

Or

Account Name:	Cytonn Integrated Project LLP
Account No:	01903221451850 (Kes)
Bank:	I&M BANK
Branch:	RIVERSIDE
Branch Code:	019
Bank Code:	057
Swift Code:	IMBLKENA

3.4 If the Purchaser fails to honour their obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty-eight (28) days pf the due date for payment elect to treat such non-payment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5 The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1 Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1 The instrument of Lease (in triplicate) ; and

4.1.2 a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2 On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, National Identity Card and passport size photos of the Purchaser's executing directors;

4.2.3. a copy of the Certificate of Incorporation of the Purchaser;

4.2.4. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.5. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3 The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4 The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambu/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

5.2 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5.3

5. <u>Failure of Completion</u>

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1 charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2 rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS investor at the prevailing terms as at the date of rescission. The other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a 3% commission payable to estate agents on such subsequent re-sale as well as an administration fee of Kshs. 40,000) and this Agreement shall then absolutely determine.

5.1.3 take legal action for specific performance.

5.4 In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty-one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and

remedies):

5.4.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.4.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.5 Time shall be of essence in this Agreement.

5.6 In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Cash Deposit will be refunded from the sale proceeds of the said disposal. This shall waive the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS investor at the prevailing terms as at the date of rescission. The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at her own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects within Ninety (90) days after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, their agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with the Purchaser's obligations under clauses 3.2 and 5.2 as at the Practical Completion Date, vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Practical Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1 all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property,

8.2 but otherwise, free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due Ninety (90) days from the date of reservation of the unit. Any late payment shall attract interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid fifty percent (50%) of the Purchase Price. payment of an administration fee of KES 40,000 and 3% of the Purchase Price by the new Purchaser;

(b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchaser shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement; and

(c) the Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1.1 Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the

proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.1.2 The Vendor shall promptly notify the Purchaser in writing (the "**Force Majeure Notice**") when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.1.3 Subject to clause 12.1.2, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.1.4 In the event that this Agreement is terminated pursuant to clause 12.1.2,

the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.1.2.

AND if from any of the causes or events above whatsoever, completion shall be delayed beyond the Property Completion Date, the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon..

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Purchase Price under this Agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchaser.

16. Waiver

16.1 Failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3 The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

17.2 Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1 This Agreement constitutes the entire Agreement between the Parties about its subject matter and any previous agreements, undertakings, representations, warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2 Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@cytonn.com (for the Vendor) and david.gatende@gmail.com & blaimani@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1.1 From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.1.2 If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:

Authorised Representative

Authorised Representative

ADVOCATE

I certify that I was present and saw the _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____

Advocate

SIGNED by the registered Directors of

ELENDI LIMITED (The purchaser)

DIRECTOR 1 .....

DIRECTOR 2 .....

ADVOCATE

W. Kenneth Waweru Kihara
Advocate
P. O. Box 1220 - 00100
Nairobi, Kenya

I certify that I was present and saw **the registered directors of ELENDI LIMITED,** being the Purchaser, duly sign this Agreement.

Signature of Witness .....
Name .....
Address .....
Occupation .....

W. Kenneth Waweru Kihara
Advocate
P. O. Box 1220 - 00100
Nairobi, Kenya

FIRST SCHEDULE
Building Documents

"**Property**" means **All that** piece of land known as **KIAMBU/RUAKA/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease.

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	124,000/-
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	19,840/-
Disbursements	5,000/-
Valuation fees	15,000/-
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	496,000/-
Registration Fees on the Lease and Official Search	5,000/-
TOTAL	**664,840/-**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS)
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/-
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/-
Initial Provision service charge (3 months)	19,500/-

DATED **2017**

Agreement for Sale

Between

Cytonn Integrated Project, LLP
(as the "**Vendor**")

and

Jane Gatumbi and David G Gatende
(as the "**Purchasers**")

relating to the sale and purchase of

Apartment No. B-701, Block B, The Alma, Ruaka

erected and being on ALL THAT Property being the amalgamation of

Title Number KIAMBAA/RUAKA/6260, Title Number KIAMBAA/RUAKA/5230 and Title Number KIAMBAA/RUAKA/3557

(as the "**Apartment**")

DRAWN BY:

ORARO & COMPANY
ADVOCATES

ACK Annex 6th Floor
1st Ngong Avenue
P.O. Box 51236 – 00200
NAIROBI
Website: www.oraro.co.ke
Email: legal@oraro.co.ke
(Ref: CYT1.2/056)

THIS AGREEMENT is made on the day of 2017 between,

1. **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

2. **JANE GATUMBI** and **DAVID G GATENDE** having a postal address of P. O. Box 85-01013, Nairobi (hereinafter referred to as the "**Purchasers**" which expression shall where the context so admits include their respective personal representatives and assigns).

WHEREAS:

A. The Vendor is registered as proprietor of all those parcels of land situated in Kiambu County, Ruaka, which are known as **Title Number Kiambaa/Ruaka/6260, Title Number Kiambaa/Ruaka/5230 and Title Number Kiambaa/Ruaka/3557** and such other contiguous parcels of land which the Vendor may from time to time acquire and/or amalgamate (together the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

B. The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the apartments in the Project intends to convey to the Management Company the reversionary interest.

C. The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this Agreement.

NOW IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement unless the context otherwise provides:

1.1.1 "**Apartment**" means apartment number B-701 on the 7th Floor in Block B of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with One (1) parking bay;

1.1.2 "**Approvals**" means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

1.1.3 "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

1.1.4 **"Building Documents"** means the plans, drawings, specifications and other documents relating to the Works which are listed in the First Schedule to this Agreement;

1.1.5 **"Certificate of Practical Completion"** means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchasers being able to occupy the Apartment;

1.1.6 **"Completion Date"** shall be twenty-one (21) days after the issuance of the Certificate of Practical Completion or the Certificate of Occupation by the County Government of Kiambu, whichever is later;

1.1.7 **"Defect"** means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2, the existence of which is notified to the Vendor by the Purchasers before the expiry of the Defects Liability Period;

1.1.8 **"Defects Liability Period"** means a period of six (6) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

1.1.9 **"Delaying Factor"** means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

1.1.10 **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

1.1.11 **"Interest Rate"** means the base lending rate published by the Standard Chartered Bank of Kenya Limited from time to time or, if no base rate is published, at the rate published by the Central Bank of Kenya from time to time plus five per cent (5%);

1.1.12 **"Lease"** means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of clause 3.6 hereof);

1.1.13 **"Planning Permission"** means the detailed planning permission for the carrying out of the Works;

1.1.14 **"Practical Completion Date"** means the date falling twenty-one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

1.1.15 **"Purchase Price"** means the sum of **Kenya Shillings Eight Million Five Hundred Thousand (Kshs. 8,500,000/=)**;

1.1.16 **"Purchasers' Advocates"** means .....;

1.1.17 **"Vendor's Advocates"** means Oraro & Company Advocates, ACK Garden Annex, 6th Floor, 1st Ngong Avenue, P. O. Box 51236 - 00200, Nairobi;

1.1.18 **"Works"** means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents;

1.1.19 words importing one gender shall be construed as importing the other gender and the neuter;

1.1.20 words importing the singular shall be construed as importing the plural and vice versa;
1.1.21 where any party comprises more than one person, the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

1.1.22 the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1 The Vendor shall:

2.1.1 use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and
2.1.2 pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2 The Vendor shall diligently carry out and complete the Works:

2.2.1 in a good and workmanlike manner and with sound materials of their respective kinds;
2.2.2 in accordance with the terms of all Approvals;
2.2.3 in accordance with the Building Documents;
2.2.4 to a standard reasonably expected on such works in the building industry in Kenya; and
2.2.5 otherwise in accordance with this Agreement.

2.3 Any additional construction to be carried out by the Purchasers shall be cosmetic only and shall be carried out at the cost of the Purchasers including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1 Subject as provided in clause 6, the Vendor shall grant the Lease for a term of ninety-nine (99) years for the Purchase Price and the Purchasers shall accept the Lease and execute a counterpart of it and pay the Purchase Price as provided in clause 3.2.

3.2 As consideration for the grant of the Lease the Purchasers shall pay to the Vendor the Purchase Price in installments as follows:-

3.2.1 The sum of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) being ten percent (10%) of the Purchase Price and the agreed Deposit in respect of the Purchase Price to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

3.2.2 The balance of the Purchase Price in the sum of Kenya Shillings Seven Million Six Hundred and Fifty Thousand (Kshs.7,650,000/=) shall be paid in installments in the following manner:-

(a) The first installment of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) shall be payable on or before 28th February, 2017;
(b) The second installment of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) shall be payable on or before 31st May, 2017;

(c) The third installment of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) shall be payable on or before 31st August, 2017;
(d) The fourth installment of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) shall be payable on or before 30th November, 2017;
(e) The fifth installment of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) shall be payable on or before 28th February, 2018;
(f) The sixth installment of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) shall be payable on or before 31st May, 2018;
(g) The seventh installment of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) shall be payable on or before 31st August, 2018;
(h) The eighth installment of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) shall be payable on or before 30th November, 2018;
(i) The final installment of Kenya Shillings Eight Hundred and Fifty Thousand (Kshs 850,000/=) shall be payable on or before 22nd December, 2018 but subject to the issuance of the Certificate of Practical Completion by the Project Architect.

3.2.3 All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0220948004
Bank:	DIAMOND TRUST BANK
Branch:	LAVINGTON CURVE
Swift Code:	DTKEKENA

3.3 The Purchasers are aware and agree that the Purchase Price or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment.

3.4 If the Purchasers fail to honour their obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Purchase Price or part thereof is dishonoured upon first presentation:

3.4.1 the Purchasers shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;
3.4.2 the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty-eight (28) days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchasers' obligations under this agreement and the provisions of clause 5.5 shall apply.

3.5 The Lease and two counterparts shall be prepared by the Vendor's Advocates.

3.6 The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates.

3.7 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Management Company

4.1 The Purchasers acknowledge that the Purchasers are purchasing the Apartment not only for its physical amenities but also as (i) a real estate investment and (ii) for the lifestyle that the Estate shall offer. The Purchasers therefore agree that the Vendor shall nominate a Managing Agent to manage the Project on behalf of the Purchasers and the Management Company. The Management Company shall therefore

delegate the operation, maintenance and management of the Estate together with all other services incidental to the property management function to the said nominee who shall enter into an arm's length agreement with the Management Company for the provision of the said services based for an initial term of twenty (20) years automatically renewable for two (2) further terms of fifteen (15) years each.

4.2 The Managing Agent shall manage the Estate in accordance with the rules and regulations ratified from time to time by the Board of the Directors and the Articles of Association of the Management Company **AND** the Purchasers hereby undertake and covenant that in the event the Purchaser shall hereafter sell the Apartment such sale shall always be subject to the Purchasers also transferring the Purchasers' one (1) ordinary share in the Management Company to the new purchaser or other transferee of the Unit.

4.3 Formation

(i) The Vendor shall form a limited liability company for the management and regulation of the Estate (including the Apartment) erected and being on the Property and the Purchasers shall be entitled to the allotment of one (1) ordinary share in the Management Company to be issued by the Management Company within Thirty (30) days of all the sub-leases in the Estate having been registered **AND** upon payment of the par value of the said share **AND FURTHER** provided that the Purchase Price and Interest (if any), Stamp Duty, Service Charge, Legal Costs/Fees and all other payments and costs as anticipated in the Second Schedule of this Agreement have been paid in full by the Purchasers in accordance with the terms of this Agreement without any set-off or deduction whatsoever.

(ii) The Purchasers shall also pay directly to the Vendor's Advocates at the time of signing this Agreement the Purchasers' share of costs fees and expenses of and incidental to the incorporation of the Management Company and issuance of the shares to the owners of the units in the Estate. This condition shall apply to each of the respective owners/buyers of the apartments in the Estate.

4.4 Service Charge

(i) The monthly Service Charge in respect of the Apartment shall become due and payable by the Purchasers from the month in which the Certificate of Occupation is issued (irrespective of whether the Purchasers have paid the balance of the Purchase Price and/or taken possession of the Apartment) and the Purchasers shall make an advance payment as stated in the Second Schedule hereto in full towards the Service Charge at the time of making payment of the deposit of the Purchase Price. The Vendor shall account for the said payment to the Management Company.

(ii) The Purchasers also hereby expressly agree to maintain throughout the Term of the Sub-Lease with the Management Company an additional Service Charge Security Deposit of such amount that may be prescribed by the Management Company from time to time such initial amount as stated in the Second Schedule hereto which shall be paid to the Vendor's Advocates upon the execution of this Agreement. The Vendor shall account for the said payment to the Management Company.

4.5 Reversionary Interest

The Management Company shall through the Purchasers and the buyers of the other apartments in the Estate purchase the Reversionary Interest from the Vendor at the price set out in the Second Schedule hereto **AND** the parties agree that the Vendor will, subject to the payments required from the Purchasers and the buyers/owners of the other apartments in the Estate as provided herein being paid in full, begin the

process of the transfer of the reversion expectant upon and to the Property to the Management Company within One Hundred and Twenty (120) days of the last of the sub-leases to the other apartments/units being registered to the respective present and future purchasers thereof and the last of the shares in the Management Company being transferred accordingly. The Purchasers and the owners/buyers of the other apartments in the Estate shall additionally bear the legal costs and fees in respect thereof proportionately.

5. Practical Completion

5.1 Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchasers having complied with the Purchasers' payment obligations referred to in clause 3(b) the Vendor's Advocates shall deliver to the Purchasers' Advocates:

5.1.1 The instrument of Lease (in triplicate) ;
5.1.2 a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and
5.1.3 a copy of the Certificate of Practical Completion.

5.2 On or before the Practical Completion Date the Purchasers' Advocates shall deliver to the Vendor's Advocates:

5.2.1 the Lease referred to in clause 54.1 (in triplicate) duly executed by the Purchasers;
5.2.2 copies of PIN Certificate, passport size photos and National Identity Card of the Purchasers;
5.2.3 a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and
5.2.4 payment of all amounts on account of the payments outlined in the Second Schedule.

5.3 The Vendor's Advocates shall on behalf of the Purchasers attend to the stamping and registration of the Lease.

5.4 The Purchasers are fully aware that the Lease will not be registered until all payments in the Second Schedule have been received in full.

5.5 On registration of the Lease against the title to the Property, the Vendor's Advocates shall deliver to the Purchasers' Advocates:

5.5.1 the original Certificate of Lease in respect of the Apartment;
5.5.2 one counterpart of the duly stamped and registered Lease;
5.5.3 the original receipts in relation to the stamp duty and registration fees paid for the Lease.

5.6 The Purchasers shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchasers with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

6. Failure of Completion

6.1 In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchasers, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchasers shall be entitled, without prejudice to any other rights and remedies available to them, to

terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

6.2 If this agreement is terminated according to clause 6.1, the Vendor shall forthwith refund to the Purchasers the Purchase Price or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty (60) days thereof.

6.3 If after the Purchasers have received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchasers' Advocates the documents required to be delivered under clause 5.1 the Purchasers fail to pay the balance of the Purchase Price due to the Vendor, the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchasers requiring them to comply with their obligations to pay the balance of the Purchase Price under this Agreement within twenty-one (21) days of the date of service of the notice on the Purchasers.

6.4 Time shall be of the essence in this Agreement.

6.5 If the Purchasers fail to comply with a notice served upon him under clause 6.3, the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this Agreement by giving written notice of termination to the Purchasers and in that event ten per centum (10%) of the Purchase Price, being the agreed liquidated damages for the Purchasers' breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchasers. The Vendor shall after the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Apartment including all commissions payable to estate agents on such subsequent re-sale) refund to the Purchasers other payments (if any) paid by the Purchasers to the Vendor (less a further amount being the Vendor's Advocates' fees which shall be payable by the Purchasers for such failed transaction) without interest thereon and this Agreement shall then absolutely determine.

7. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at his own expense remedy or cause to be remedied to the satisfaction of the Purchasers all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchasers, their agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

8. Possession

Subject to the Purchasers having complied with his obligations under clauses 3.2 and 5.2 as at the Completion Date, vacant possession of the Apartment shall be given to the Purchasers by the Vendor on the Completion Date.

9. Conditions

The Apartment is sold subject to:

9.1 all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

9.2 the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

10. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (1989 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

11. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

12. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchasers and/or the Purchasers' nominee(s) provided always that:

(a) The Purchasers shall only be entitled to assign their rights, interests and obligations accruing under this Agreement upon the Purchasers' payment of fifty percent (50%) of the Purchase Price. In the event that the Purchasers, having paid fifty percent (50%) of the Purchase Price, opt to exercise their rights aforesaid, the same shall be subject to the prior written consent of the Vendor;

(b) such nomination shall not absolve the Purchasers from the Purchasers' liabilities under this Agreement, the provisions of which shall be binding on the Purchasers regardless of such power to nominate and/ or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchasers shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination.

13. Legal Costs

The Purchasers shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Second Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this Agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Apportioned Costs

Upon completion, the Purchasers shall in addition to the Purchase Price pay such costs and charges as are incidental to the Purchase Price being inclusive of the purchase of one (1) share in the Management Company, the Purchasers' apportioned share in the cost of the purchase of the reversionary interest in the Mother Title, the cost of transfer and the stamp duty payable thereof, the cost of incorporation of the Manager and a three (3) month Service Charge together with the equivalent thereto being a deposit on account of the Service Charge as described in the Second Schedule hereto.

15. Currency

The Purchasers may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchasers' obligation to pay the Purchase Price under this Agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Purchase Price.

16. Confidentiality

The terms of this Agreement shall remain confidential unless both parties agree to non-confidentiality in writing.

17. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchasers.

18. Waiver

18.1 Failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

18.2 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

18.3 The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

19. Severability

19.1 If any provision of this agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

19.2 Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

20. Entire Agreement

20.1 This Agreement constitutes the entire Agreement between the Parties about its subject matter and any previous agreements, undertakings, representations, warranties and negotiations ("prior representations") on that subject cease to have any effect.

20.2 Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

21. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the

Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

22. **Notices**

Any notice of communication under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission.

IN WITNESS WHEREOF the Vendor and Purchasers have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw the MALIN BJORK and ELIZABETH NDUNG being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

DOREEN N. OMOTO
ADVOCATE
P.O. BOX 76121 - 00508 NAIROBI

Advocate

SIGNED by the Purchasers the said
JANE GATUMBI

PP No. _____

and

DAVID G GATENDE

PP No. _____

in the presence of:

ARTHUR K. IGERIA
ADVOCATE &
COMMISSIONER FOR OATHS
P. O. Box 60635-00200,
NAIROBI.

ADVOCATE

I certify that I was present and saw the _____ and _____ duly sign this Agreement.

ADVOCATE

ARTHUR K. IGERIA
ADVOCATE &
COMMISSIONER FOR OATHS
P. O. Box 60635-00200,
NAIROBI.

FIRST SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchasers and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchasers during the Vendor's Advocates' normal working hours upon prior appointment.

SECOND SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchasers shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	85,000/-
Disbursements	5,000/-
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	14,400/-
TOTAL	**104,400/-**

The associated costs payable by the Purchasers shall be as follows:

ITEM	AMOUNT (KSHS)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	340,040/-
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/-
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/-
Initial Provisional Service Charge	12,000/= @ 4,000 a month
Service Charge deposit equivalent to Three months provisional service charge	12,000/= @ 4,000 a month
Registration Fees on the Lease and Official Search	5,000/-
Installation of Water Meter	5,000/-
Installation of Electricity Meter	5,000/-

DRAWN BY:
ORARO & COMPANY
ADVOCATES,
ACK GARDEN ANNEX
6TH FLOOR,
1ST NGONG AVENUE
P. O. BOX 51236-00200
NAIROBI

DATED **2022**

CYTONN INTEGRATED PROJECT, LLP
(as the "**Vendor**")

to

ELENDI LIMITED
(as the "**Purchaser**")

AGREEMENT FOR LEASE

APARTMENT NO. D-208, BLOCK D, THE ALMA, RUAKA
(as the "**Apartment**")

DRAWN BY:

ORARO & COMPANY
ADVOCATES

ACK Garden Annex 6th Floor
1st Ngong Avenue
P.O. Box 51236 – 00200
NAIROBI
Website: www.oraro.co.ke
Email: pamella@oraro.co.ke
(Ref: CYT1.2/079)

THIS AGREEMENT is made on the day of 20

Between,

1. **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

2. **ELENDI LIMITED** a limited liability company incorporated under the laws of the Republic of Kenya and having a postal address of P. O. Box 74600-00200, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS:

A. The Vendor is registered as proprietor of all that parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "**The Alma**"

B. SBM Bank Limited (hereinafter called the "**Bank**") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

C. The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the apartments in the Project intends to convey to the Management Company the reversionary interest.

D. The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this Agreement.

E. The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise provides:

1.1.1 "**Apartment**" means the two (2) bedroom, Apartment Number D-208 on the 2nd Floor in Block D of the building being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed

hereto and shaded in red;

1.1.2 "**Approvals**" means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

1.1.3 "**Architect**" means a qualified and licensed for the time being appointed as architect in respect of the Works;

1.1.4 "**Building Documents**" means the plans, drawings, specifications and other documents relating to the Works which are listed in the Second Schedule to this Agreement;

1.1.5 **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

1.1.6 "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

1.1.7 "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

1.1.8 "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2, the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

1.1.9 "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

1.1.10 "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

1.1.11 "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

1.1.12 "**Interest Rate**" means the rate Eighteen percent (18%) per annum to be compounded on a daily basis;

1.1.13 "**Lease**" means a lease of the Apartment, as shall be prepared by the

Vendor's Advocates;

1.1.14 "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

1.1.15 "**Lease Premium**" means the sum of **Kenya Shillings Twelve Million Five Hundred Thousand (Kshs. 12,500,000/=)**; and shall have the same meaning as "**Purchase Price**";

1.1.16 "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

1.1.17 "**Property Completion Date**" shall be ten (10) days after the issuance of the residential unit's Certificate of Occupation by the County Government of Kiambu;

1.1.18 "**Purchaser's Advocates**" means Waweru Kihara & Company Advocates LLP, Suite No.1, Lange Lange Court, between The Heron Portico Hotel/ Middle East Bank, Jakaya Kikwete Road, P.O. Box 1220-00100, Nairobi;

1.1.19 "**Vendor's Advocates**" means Oraro & Company Advocates, ACK Garden Annex, 6th Floor, 1st Ngong Avenue, P. O. Box 51236 - 00200, Nairobi;

1.1.20 "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents;

1.1.21 words importing one gender shall be construed as importing the other gender and the neuter;

1.1.22 words importing the singular shall be construed as importing the plural and vice versa;

1.1.23 where any party comprises more than one person, the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

1.1.24 the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. <u>The Works</u>

2.1 The Vendor shall:

2.1.1 use all reasonable endeavours to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2 pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2 The Vendor shall diligently carry out and complete the Works:

2.2.1 in a good and workmanlike manner and with sound materials of their respective kinds;
2.2.2 in accordance with the terms of all Approvals;
2.2.3 in accordance with the Building Documents;
2.2.4 to a standard reasonably expected on such works in the building industry in Kenya; and
2.2.5 otherwise in accordance with this Agreement.

2.3 Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1 Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2 As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Purchase Price as follows: -

3.2.1 The sum of **Kenya Shillings Twenty-Five Thousand (Kshs. 25,000.00)** on account of the reservation deposit, receipt whereof the Vendor acknowledges;

3.2.2 The sum of **Kenya Shillings One Million, Two Hundred and Twenty-Five Thousand (Kshs. 1,225,000.00)** shall be paid upon the Purchaser's execution of this Letter of Offer, and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt whereof the Vendor acknowledges from Cytonn High Yield Solutions (CHYS) subject to receipt of the subsequent cash instalment;

3.2.3 The balance of the Purchase Price in the sum of **Kenya Shillings Eleven Million, Two Hundred and Twenty-Five Thousand (Kshs.11,250,000.00)** shall be paid in instalments in the following manner that is to say:

a. CHYS transfer of **Kenya Shillings Five Million, Twenty-Five Five Thousand (Kshs. 5,025,000.00)** shall be payable on or before 17th July 2021, receipt of which the Vendor acknowledges from Cytonn High Yield Solutions (CHYS) subject to receipt of the subsequent cash instalments;

b. The cash instalment of **Kenya Shillings Six Million, Two Hundred and Twenty-Five Thousand (Kshs. 6,225,000.00)** is payable on or before 29th October 2021, receipt whereof the Vendor acknowledges.

3.3 All payments shall be made in cleared funds, without deduction, set-off or counterclaim

and to the following bank account(s), whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

Or

Account Name:	Cytonn Integrated Project LLP
Account No:	01903221451850 (Kes)
Bank:	I&M BANK
Branch:	RIVERSIDE
Branch Code:	019
Bank Code:	057
Swift Code:	IMBLKENA

3.4 If the Purchaser fails to honour their obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty-eight (28) days pf the due date for payment elect to treat such non-payment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5 The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1 Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1 The instrument of Lease (in triplicate) ; and

4.1.2 a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2 On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, National Identity Card and passport size photos of the Purchaser's executing directors;

4.2.3. a copy of the Certificate of Incorporation of the Purchaser;

4.2.4. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.5. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3 The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4 The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambu/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

5.2 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1 charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2 rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS investor at the prevailing terms as at the date of rescission. The other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a 3% commission payable to estate agents on such subsequent re-sale as well as an administration fee of Kshs. 40,000) and this Agreement shall then absolutely determine.

5.1.3 take legal action for specific performance.

5.3 In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty-one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and

remedies):

5.3.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.3.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.4 Time shall be of essence in this Agreement.

5.5 In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Cash Deposit will be refunded from the sale proceeds of the said disposal. This shall waive the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS investor at the prevailing terms as at the date of rescission. The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at her own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects within Ninety (90) days after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, their agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with the Purchaser's obligations under clauses 3.2 and 5.2 as at the Practical Completion Date, vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Practical Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1 all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property,

8.2 but otherwise, free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due Ninety (90) days from the date of reservation of the unit. Any late payment shall attract interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid fifty percent (50%) of the Purchase Price. payment of an administration fee of KES 40,000 and 3% of the Purchase Price by the new Purchaser;

(b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchaser shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement; and

(c) the Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1.1 Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the

proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.1.2 The Vendor shall promptly notify the Purchaser in writing (the "**Force Majeure Notice**") when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.1.3 Subject to clause 12.1.2, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.1.4 In the event that this Agreement is terminated pursuant to clause 12.1.2,

the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.1.2.

AND if from any of the causes or events above whatsoever, completion shall be delayed beyond the Property Completion Date, the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon..

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Purchase Price under this Agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchaser.

16. Waiver

16.1 Failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3 The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

17.2 Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1 This Agreement constitutes the entire Agreement between the Parties about its subject matter and any previous agreements, undertakings, representations, warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2 Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@cytonn.com (for the Vendor) and david.gatende@gmail.com & blaimani@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1.1 From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.1.2 If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:

Authorised Representative

Authorised Representative

ADVOCATE

CIP-709

I certify that I was present and saw the _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____

Advocate

SIGNED by the registered Directors of

ELENDI LIMITED (The purchaser)

DIRECTOR 1 .....

DIRECTOR 2 .....

ADVOCATE

W. Kenneth Waweru Kihara
Advocate
P. O. Box 1220 - 00100
Nairobi, Kenya

I certify that I was present and saw **the registered directors of ELENDI LIMITED,** being the Purchaser, duly sign this Agreement.

Signature of Witness .....
Name .....
Address .....
Occupation .....

W. Kenneth Waweru Kihara
Advocate
P. O. Box 1220 - 00100
Nairobi, Kenya

FIRST SCHEDULE
Building Documents

"**Property**" means **All that** piece of land known as **KIAMBU/RUAKA/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease.

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	124,000/-
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	19,840/-
Disbursements	5,000/-
Valuation fees	15,000/-
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	496,000/-
Registration Fees on the Lease and Official Search	5,000/-
TOTAL	**664,840/-**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS)
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/-
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/-
Initial Provision service charge (3 months)	19,500/-

Service Charge deposit equivalent to Three (3) months provisional service charge.	19,500/-
Installation of Water Meter	5,000/-
Installation of Electricity Meter	5,000/-
CCTV installation fee by Management Company	15,000/-

DRAWN BY:
ORARO & COMPANY
ADVOCATES,
ACK GARDEN ANNEX
6TH FLOOR,
1ST NGONG AVENUE
P. O. BOX 51236-00200
NAIROBI

DATED_____20____

CYTONN INTEGRATED PROJECT LLP

-to-

EDWIN KIMAIGA MOGERE

AGREEMENT FOR LEASE

Apartment No. 301, Block H
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates & Notaries Public
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/264/1/66/74/76

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

(2) **EDWIN KIMAIGA MOGERE** of P.O. Box 52223-00200, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a Three (3) Bedroom Apartment Number 301 in Block H of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Seventeen Million Eight Hundred Thousand (**KES 17,800,000.00**) and shall have the same meaning as the "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means twenty-one (21) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi**;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. The sum of **Kenya Shillings Twenty-Five Thousand (KES 25,000.00)** only on account of the reservation deposit (*receipt whereof the vendor hereby acknowledges*);

3.2.2. The cash deposit of the Lease Premium being the sum of Kenya Shillings **Five Million Three Hundred and Fifteen Thousand (KES 5,315,000)** shall be payable as follows:

3.2.2.1. The first instalment of Kenya Shillings One Million, Seven Hundred and Fifty Five Thousand (**KES. 1,755,000.00**) shall be paid in cash on or before September 17, 2022 upon the execution of their Letter of Offer within 30 days, and together with the reservation deposit which shall constitute the agreed 10% Deposit in respect of the Lease Premium;

3.2.2.2. The second instalment of Kenya Shillings One Million Seven Hundred and Eighty Thousand (**KES. 1,780,000.00**) shall be payable on or before October 17, 2022;

3.2.2.3. The third instalment of Kenya Shillings One Million Seven Hundred and Eighty Thousand (**KES. 1,780,000.00**) shall be payable on or before November 17, 2022;

3.2.3. The Assignment Amount in the sum of Kenya Shillings Twelve Million Four Hundred and Sixty Thousand (KES 12,460,000.00) shall be paid from the proceeds of the distribution due to the Purchaser, as a Cytonn Project Notes (CPN) creditor Client Code 1998.The due date shall be the date the Administrator issues the relevant consents or pursuant to any proposal of the Administrator, as approved by the creditors. The Purchaser will therefore, together with signing this Agreement for Lease perform the following actions to ensure the Vendor receives the Assignment Amount:

3.2.3.1. Designate a person nominated by the Vendor (Cytonn Integrated Project LLP) as its Authorised Contact Person for the purposes of the Administrator. The Purchaser shall give proof to the Vendor of such notification to the Administrator;

3.2.3.2. Execute a Proxy Form in favour of the Vendor or its nominee (Cytonn Integrated Project LLP);

3.2.3.3. Deliver a duly signed but undated Proof of Debt in the form contemplated in Law with the Vendor's account details being designated as the relevant account details.

3.2.4. The outstanding amounts shall be payable by the due date being the dates indicated in clause 3.2.2 failing which any outstanding amounts shall attract interest at the rate of eighteen percent (18%) per annum to be calculated on daily balances from the due date

until payment in full, both days inclusive.

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name	: **Cytonn Integrated Project LLP**
Account No	: **0212307282001**
Bank	: **SBM BANK**
Branch	: **RIVERSIDE DRIVE**
Swift Code	: **FCBLKENA**

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of the PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. a certified copy of the Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. certified copies of the Vendor's Directors' Passports /Identity Cards and PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.11. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. **Failure of Completion**

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of his obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price from the paid up cash installment shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser) and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS/CPN Investor at the prevailing terms as at the date of rescission. In relation to any Assignment Amounts, for which the Vendor, has received benefit, the Purchaser shall only receive an amount equivalent to the benefit received but only after successful resale of the Property. The other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest

thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a three per cent (3%) commission payable to estate agents on such subsequent re-sale as well as an administration fee of KES 40,000) and this Agreement shall then absolutely determine.; or

5.1.3. take legal action for specific performance.

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind this Agreement or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this Agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the cash amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. This shall waive the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS/CPN investor at the prevailing terms as at the date of rescission The Purchaser shall not be entitled to Interest on the amounts.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty percent (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and a resale commission of three percent (3%) of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of

such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This Agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in

accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and Edwin.mogere01@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:)

Authorised Representative)

Authorised Representative)

CIP-777

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

NOAH ODHIAMBO RANDIEK
ADVOCATE
P. O. Box 20695-00200
NAIROBI

_____
Advocate

SIGNED and **DELIVERED**)
by the Purchaser the said)
EDWIN KIMAIGA MOGERE)
)
)
)
)
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)
)



EDWIN KIMAIGA MOGERE

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)
ADVOCATE)

I certify that I was present and saw the Purchaser **EDWIN KIMAIGA MOGERE** duly sign this Agreement.

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **ALL THAT** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	178,000.00/=
Disbursements	5,000.00/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation Expense	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	29,280/=
TOTAL	224,020/=

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KES)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	712,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	24,000/= (@ 8,000/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	24,000/=
Water Deposit	5,000/=
Electricity Deposit	5,000/=
CCTV Installation Fee by the Management Company	15,000/=

DATED _____ 20___

CYTONN INTEGRATED PROJECT LLP

-to-

ESTHER NJENGA

AGREEMENT FOR LEASE

Apartment No. 307, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates & Notaries Public
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/207/1/74/76

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **ESTHER NJENGA** of Post Office Box Number 100005-00101, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include her personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. **Definitions and Interpretation**

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means the two (2) bedroom apartment numbered 307 on the 3rd Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated and shaded in red on a plan to be annexed to the Lease;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and

licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Twelve Million Six Hundred Thousand (K.Shs. 12,600,000/-) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means Kiragu, Nyambura & Company Advocates, Nginyo Towers, B3, Koinange Street, P. O. Box 8429-00100, Nairobi;

r) the "**Vendor's Advocates**" means KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchasers shall pay to the Vendor the Lease Premium as follows:

(i) The sum of **Kenya Shillings Twenty Five Thousand (K.Shs. 25,000/-)** being the reservation deposit in respect of the purchase of the Apartment has been paid before execution of this Agreement, receipt of which the Vendor acknowledges;

(ii) The sum of Kenya Shillings One Million, Two Hundred and Thirty-Five Thousand, Four Hundred (KES 1,235,400) has been paid upon the Purchaser's execution of the Letter of Offer and together with the Reservation deposit shall constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges from Cytonn Project Notes (CPN) subject to receipt of the subsequent cash installments;

(iii) The balance of the Purchase Price in the sum of Kenya Shillings Eleven Million Three Hundred and Forty Thousand (K.Shs. 11,340,000/-) shall be paid in installments as follows:

- The first installment of Kenya Shillings Eight Million Seven Hundred and Two Thousand One Hundred and Thirty Eight and Eighteen Cents (KES 8,702,138.18) shall be payable on or before 26th May, 2021 receipt of which the Vendor acknowledges from Cytonn Project Notes (CPN) and Ridge refund for forfeited Unit H-807 subject to receipt of the subsequent cash installments;
- The second installment of Kenya Shillings Eight Hundred and Seventy Nine Thousand Two Hundred and Eighty Seven and Twenty Seven Cents (K.Shs. 879,287.27) shall be paid on or before 9th July, 2021;
- The third installment of Kenya Shillings Eight Hundred and Seventy Nine Thousand Two Hundred and Eighty Seven and Twenty Seven Cents (K.Shs. 879,287.27) shall be paid on or before 31st August, 2021;
- The final installment of Kenya Shillings Eight Hundred and Seventy Nine Thousand Two Hundred and Eighty Seven and Twenty Seven Cents (K.Shs. 879,287.27) shall be payable on or before 30th September, 2021;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	CYTONN INTEGRATED PROJECT LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:
- 4.1.1. the instrument of Lease (in triplicate); and
- 4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:
- 4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;
- 4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;
- 4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and
- 4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:
- 4.5.1. the original Certificate of Lease in respect of the Apartment;
- 4.5.2. one counterpart of the duly stamped and registered Lease;
- 4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");
- 4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;
4.5.6. certified copy of Vendor's PIN Certificate;
4.5.7. certified copies of the Certificate of Occupation and Practical Completion;
4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;
4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;
4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;
4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and
4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:
5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or
5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for general damages where the resale value is lower than the Purchase Price.
5.1.3. Take legal action for specific performance.

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):
5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the

default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;
(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;
(c) any act of God;
(d) any war or hostilities (whether war be declared or not) or act of terror;
(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;
(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;
(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;
(h) any non-performance of its obligations by any third party contracted with by the Vendor

in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and hadassahnjeri@yahoo.com with cc. to info@kncalaw.com or bnkiragu@kncalaw.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
)
)
Authorised Representative)
)
)
)
)
Authorised Representative)

I certify that I was present and saw Grace W. Wanu and Michael O Omondi being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Faith N. Claudi
Advocate
P.O. Box 38862-00100
Nairobi

Advocate

SIGNED and **DEVLIVERED**)
by the Purchaser the said)
)
ESTHER NJENGA)
)
in the presence of:)
)
)
)
)
ADVOCATE)

I certify that I was present and saw the Purchaser **ESTHER NJENGA** duly sign this Agreement.

Brenda N. Kiragu
Advocate
P. O. Box 8429 - 00100, NAIROBI

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	126,000
Disbursements	5,000
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	20,160
Registration fees on the Lease	5,000
Valuation fees	15,000
TOTAL	**171,160**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	504,000
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	i.e. 19,500 for 2 Bedroom (@ 6,500 a month)
Service Charge deposit equivalent to Three (3) months provisional service charge	i.e. 19,500 for 2 Bedroom
Water Deposit	5,000
Electricity Deposit	5,000
CCTV installation by Management Company	15,000

DATED _____ 20___

CYTONN INTEGRATED PROJECT LLP

-to-

ALEX HENRY NDORONGO NJIRU

&

SERAH WANJA NDORONGO

AGREEMENT FOR LEASE

Apartment No. J-608, Block J
The Alma, Ruaka

DRAWN BY:

MAWEU& CO
ADVOCATES
NSSF BUILDING BLOCK "A"
EASTERN WING, 12TH FLOOR
P O BOX 28573-00100
NAIROBI (Email: Maweujurists@yahoo.com)

THIS AGREEMENT is made on the day of 2019 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **ALEX HENRY NDORONGO NJIRU of ID No. 20677546 and SERAH WANJA NDORONGO of ID No. 22703607,** both of care of Post Office Box Number 453 - 00208, Nairobi (hereinafter referred to as the "**Purchasers**" which expression shall where the context so admits include their personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of all that parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") together with such other parcels that the Vendor may acquire on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) The Vendor is currently in the process of amalgamating the Property into one (1) parcel of land on which the Project shall be developed;

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project shall within 90 days of the registration of the last lease convey to the Management Company the reversionary interest at no further consideration.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchasers have agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means **apartment number J-608 on the Sixth Floor in Block J** of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with Two (2) parking bays;

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(d) **"Balance of the Purchase Price"** means **Kenya Shillings Eight Million Six Hundred and Ten Thousand (Kshs. 8,610,000.00) Only.**

(e) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

(f) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchasers being able to occupy the Apartment.

(g) the "**Completion Date**" shall be fourteen (14) days after the issuance of the Certificate of Practical Completion or the Certificate of Occupation by the County Government of Kiambu, whichever is later;

(h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchasers before the expiry of the Defects Liability Period;

(i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date when the Purchasers are issued with the certificate of practical completion.

(j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(k) "**Interest Rate**" means the rate means the rate of eighteen percent **(18%)** per annum to be calculated on daily balances.;

(l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3 (f) hereof);

(m) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

(n) the "**Practical Completion Date**" means the date falling fourteen (14) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(o) the **"Property"** means land parcels constituting Title Numbers: Kiambaa/Ruaka/6260, Kiambaa/Ruaka/5230 and Kiambaa/Ruaka/3557 situated within Kiambu county, Ruaka and such other contiguous parcels of land which the Vendor shall acquire and amalgamate to constitute the Alma';

(p) the **"Purchase Price"** means the sum of Kenya Shillings Eleven Million Six Hundred and Ten Thousand Only **(Kshs. 11,610,000/=);**

(q) the **"Purchasers' Advocates"** means **.....TBA.....**

(r) the **"Vendor's Advocates"** means Maweu & Company Advocates NSSF Building, Bishops Road, Block A, Eastern Wing, 12th Floor, P.O. Box 28573-00100 **Nairobi**;

(s) the **"Works"** means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(t) words importing one gender shall be construed as importing the other gender and the neuter;

(u) words importing the singular shall be construed as importing the plural and vice versa;

(v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

(a) The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(b) The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

(c) Any additional construction to be carried out by the Purchasers shall be cosmetic only and shall be carried out at the cost of the Purchasers including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Purchase Price and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Purchase Price as provided in clause 3 (b).

(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Purchase Price as follows:

(i) The sum of **Kenya Shillings Three Million (Kshs. 3,000,000/=) Only** being the agreed Deposit in respect of the Purchase Price to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

(ii) The balance of the Purchase Price in the sum of **Kenya Shillings Eight Million Six Hundred and Ten Thousand (Kshs. 8,610,000.00) Only** shall be paid in the following manner:

1) The first Instalment of Kenya Shillings Two Million Four Hundred and Eighty Three Thousand (Ksh 2,483,000.00) Only shall be payable on or before 31 August, 2019.
2) The second Instalment of Kenya shillings Two Million Four Hundred and Eight Three Thousand (Ksh. 2,483,000.00) Only shall be payable on before October 31, 2019.
3) The Third Instalment of Kenya Shillings Two Million Four Hundred and Eighty Three Thousand (Ksh. 2,483,000.00) Only shall be payable on or before December 31, 2019.
4) The final instalment of Kenya shillings One Million One Hundred and Sixty One Thousand (Ksh.1,161,000.00) Only shall be payable on or before Completion Date;

The said instalments shall be payable by the fifth day following the due date thereof (due date shall be the dates indicated at this clause 3 hereof) failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full both days inclusive.

(iii) All payments shall be made in cleared funds, without deduction, set-off or counterclaim to the Vendor's bank account, whose details are as follows:

Account Name	:	Cytonn Integrated Project, LLP
Account No	:	0220948004
Bank	:	DIAMOND TRUST BANK
Branch	:	LAVINGTON CURVE
Swift Code	:	DTKEKENA

(c) The Purchasers are aware and agree that the Deposit or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment. The Vendor shall furnish the Purchasers with copies of interim Architect's Certificates as and when they are issued the first of such certificates to be supplied to the Purchaser on the execution of this Agreement.

(d) If the Purchasers fail to honour their obligations under Clause 3 on the due date or if any cheque or bank draft taken for or towards the Purchase Price or part thereof is dishonoured upon first presentation:

(i) the Purchasers shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

(ii) the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchasers' obligations under this agreement and the provisions of clause 5 (e) shall apply.

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates.

(f) The Lease shall be completed on the Completion Date at the offices of the Vendor's Advocates.

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) The instrument of Lease (in triplicate);
(ii) a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and
(iii) a copy of the Certificate of Practical Completion.

(b) On or before the Practical Completion Date the Purchasers' Advocates shall deliver to the Vendor's Advocates:

(i) the Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchasers;

(ii) copies of PIN Certificates of the Purchasers;

(iii) copies of three (3) passport size photos and National Identity Card of each of the Purchasers;

(iv) a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and

(v) payment of all amounts on account of the payments outlined in the Third Schedule.

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping, valuation and registration of the Lease.

(d) The Purchasers are fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchasers' Advocates:

(i) A duly Certified copy of the head title to the Property

(ii) the original Certificate of Lease in respect of the Apartment;

(iii) one counterpart of the duly stamped and registered Lease;

(iv) The original receipts in relation to the stamp duty and registration fees paid for the Lease.

(v) The application for registration;

(vi) A partial discharge (if any);

(vii) The consent to lease (if required);

(viii) Copies of the land rent and rates receipts for the year of Completion.

(ix) Duly Certified copies of the Management Company's Certificate of Incorporation, Memorandum and Articles of Association

The Purchasers shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser so long as if registration of one or more of the Leases goes beyond one year from the date of registration of the Lease in respect of the Apartment, the Vendor shall within 30 days issue the Purchasers with a share certificate.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchasers, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. The Purchasers shall not be bound to accept the alternative Practical Completion Date and shall elect, without prejudice to any other rights and remedies available to them, whether or not to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchasers the Purchase Price or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty (60) days thereof.

(c) If after the Purchasers' Advocates have received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchasers' Advocates the documents required to be delivered under Clause 4(a), the Purchaser fails to pay the balance of the Purchase Price due to the Vendor, the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchasers requiring them to comply with their obligations to pay the balance of the Purchase Price under this agreement within twenty one (21) days of the date of service of the notice on the Purchasers.

(d) Provided the Purchasers' Advocate undertakes not to release the documents listed under Clause to the Purchaserss prior to the Purchasers settlement of the balance of the Purchase Price. Time shall be of the essence in this Agreement.

(e) If the Purchasers fail to comply with a notice served upon them under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchasers and in that event ten per centum (10%) of the Purchase Price being the agreed liquidated damages for the Purchasers' breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall thereafter refund any money that is over and above the Deposit within fourteen (14) days of expiry of the notice of termination.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchasers all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchasers, its agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

(a) Subject to the Purchasers having complied with their obligations under Clauses 3(b) and 4(b) as at the Completion Date vacant possession of the Apartment shall be given to the Purchasers by the Vendor on the Completion Date.

(b) The Vendor and the Purchasers shall inspect the Apartment before the handing over of possession and shall prepare a snag list for rectification by the Vendor.

8. Conditions

The Apartment is sold subject to:

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (1989 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

11. Waiver and Novation

No waiver by the Vendor of any breach of any provision of this Agreement by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchasers shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the

remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Legal Costs

The Purchasers shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

Apportioned Costs

Upon completion, the Purchasers shall in addition to the Purchase Price pay such costs and charges as are incidental to the Purchase Price being inclusive of the purchase of one (1) share in the Management Company, the Purchaser's apportioned cost of the purchase of the reversionary interest in the Mother Title, the cost of transfer and the stamp duty payable thereof, the cost of incorporation of the Manager and a three (3) month Service Charge together with the equivalent thereto being a deposit on the account of the Service Charge as described in the Third Schedule.

13. Currency

The Purchasers may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchasers' obligation to pay the Purchase Price under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Purchase Price.

14. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchasers.

15. Waiver

(a) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(b) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(c) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17. Entire Agreement

(a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

(b) Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

18. Dispute Resolution

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to Kenyan Courts.

19. Notices

20. Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by email to such address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four (4) days after posting

21. WARRANTIES

The Vendor represents, warrants and undertakes to the Purchasers that:

21.1 The Vendor is the registered and or lawful owner of the Land and that it holds a clear and valid title to the Land which cannot be appropriated or annulled by the Government of the Republic of Kenya or any other authority and the Vendor undertakes to indemnify and to always keep the Purchaser indemnified against any or attempted appropriation or annulment of the title to the Land contrary to the said law;

21.2 The Land is neither part of any Government Land, nor a buffer zone, road reserve by pass or pubic land and its ownership hereof is not subject to any challenge whatsoever from the Government of Kenya, local authority or any third party;

21.3 The Apartment has not and will not be offered to sale to any person save for the Purchaser herein;

21.4 The Purchaser will acquire sole indefeasible and individual ownership of the Apartment and that there is no person, natural or legal with any legal beneficial or otherwise competing claim or title to the Apartment and the Vendor indemnified and holds the Purchaser free from all costs, charges, liabilities and expenses that the Purchaser may incur in assessing, evaluating or defending any claims brought by any third party in respect of the Land or because of failure in the title;

21.5 The Vendor is not engaged in nor to the best of their knowledge threatened by any litigation, arbitration, succession or administrative proceedings relating to the Land;

21.6 There is no adverse claim or dispute against the Land regarding ownership, boundary, easement, rights of way or any such matter;

21.7 The Vendor has to the best of their knowledge disclosed to the Purchaser all material information relating to the Land;

21.8 The Vendor will immediately disclose in writing to the Purchaser any events or circumstances which may arise or become known to them after the date of this Agreement and prior to Completion Date which are inconsistent with any of the warranties;

21.9 The Vendor represents that it has the power to enter into and perform this Agreement and is competent to execute, deliver and perform this Agreement and all other documents and instruments to be executed, delivered and performed by them in accordance with the terms therein;

21.10 The Vendor will not upon the execution of this Agreement be involved in any negotiations to commit, transfer, possession of the Apartment or the Land to any third party (ies) and will not accept any offer or deposit(s) on the Apartment or the Land from any other party.

21.11 As at the Completion Date, there shall be no pending liabilities, liens, charges or encumbrances with regards to the Apartment, including government dues, which would affect title of the Apartment.

21.12 The Vendor is in physical control and possession of the Land, and is not prohibited from handing over quiet, vacant and peaceful possession of the Apartment.

21.13 For avoidance of doubt, the provisions of this clause shall survive the completion of the sale and purchase of the Apartment and shall subsist for only Six (6) years from the date of registration of the lease in favour of the Purchaser.

22. FORCE MAJEURE

22.1 Neither the Vendor nor the Purchaser will be liable in respect of any delay in performing, failure to perform, or failure to adequately perform any of their obligations hereunder (other than the obligations of the parties to make payment to each other in accordance with this Agreement) in consequence of any act, cause or event which (i) was not within the control of the affected parties, (ii) was not caused or precipitated by such parties negligence, and (iii) could not have been

prevented by the affected parties reasonable diligence, including without limitation:

22.1.1 a Delaying Factor;

22.1.2 any act of God;

22.1.3 any war or hostilities (whether war be declared or not);

22.1.4 any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy or invasions;

22.1.5 any judicial actions, strikes, lockouts, industrial disputes or actions of any such nature;

22.1.6 any actions or inactions of any government or any agency or subdivision thereof;

22.1.7 any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

22.1.8 any act of terror;

22.1.9 any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters; and

22.1.10 fire, accident, explosion, or shortage of labour.

22.2 The Vendor shall promptly notify the Purchasers in writing (thereinafter called the Force majeure Notice) when any Force Majeure event causes a delay in performance, failure in performance or failure in adequate performance and when

any Force Majeure Event cease so to do. If any Force Majeure Event continues for more than twelve (12) consecutive months after the date of Force Majeure Notice, either Party may terminate this Agreement but without prejudice to any accrued rights either Party may have against the other.

22.3 Subject to Clause 22.2, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant Force Majeure Event ceases.

22.4 In the event this Agreement is terminated pursuant to 22.2 the Purchaser shall not have any further payment obligation to the Vendor and the Vendor shall return all the monies paid by the Purchaser upon the resale of the Apartment.

23. INSURANCE

23.1 During construction and upto the Completion date the Vendor shall through the Contractor insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

23.2 If the Apartment shall be damaged or destroyed before the completion date the Purchasers may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchasers have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT, LLP**)
in the presence of:)
)
)
)
)
Authorised Representative)
)
)
)
Authorised Representative)

CIP244

I certify that I was present and saw Elizabeth Nyunya and Patricia Wanjama being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Faith N. Claudi
Advocate
P. O. Box 38862 - 00100
Nairobi

Advocate

SIGNED and **DELIVERED**)
by the Purchasers the said)

ALEX HENRY NDORONGO NJIRU)
)
)

SERAH WANJA NDORONGO)
in the presence of:)
)
)

SIGN HERE

ADVOCATE

I certify that I was present and saw the Purchasers **ALEX HENRY NJIRU and SERAH WANJA NDORONGO** duly sign this Agreement.

Advocate

FIRST SCHEDULE
The Property

ALL THOSE parcels of land situated within Kiambu county, Ruaka and known as Title Numbers:

1. Kiambaa/Ruaka/6260
2. Kiambaa/Ruaka/5230
3. Kiambaa/Ruaka/3557; **and** such other contiguous parcels of land which the Vendor shall acquire and amalgamate to constitute the Alma'

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchasers shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	116,100/=
Disbursements	5000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	19,376/=
TOTAL	**140,476/=**

The associated costs payable by the Purchasers shall be as follows:

ITEM	AMOUNT (KSHS.)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	As shall be guided by the Government Valuer's Report
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/=
Proportionate Cost for the Transfer of the reversionary interest from the Vendor to the Managing Agent or the Management Company	13,000/=
Initial Provisional Service Charge	9,000/= @3,000 a month
Service Charge deposit equivalent to Six (6) months provisional service charge	18,000/= @3,000 a month
Registration Fees on the Lease and official search	5,000/=
Water Deposit	5,000/=
Electricity Deposit	5,000/=

DRAWN BY:
MAWEU& CO.
ADVOCATES
NSSF BUILDING BLOCK "A"
EASTERN WING, 12TH FLOOR
P O BOX 28573-00100
NAIROBI (Email: Maweujurists@yahoo.com)

DATED _____ 20___

CYTONN INTEGRATED PROJECT LLP

-to-

WILKISTER BISIERI MAGANGI

AGREEMENT FOR LEASE

Apartment No.A-501, Block A
The Alma, Ruaka

DRAWN BY

ANTHONY GIKARIA & COMPANY
ADVOCATES
LA COLLINE GARDENS
10 | MASABA ROAD
UPPER HILL
P.O. BOX 73525-00200
NAIROBI

THIS AGREEMENT is made on the day of 2018 between :-

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of Post Office Box Number 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **WILKISTER BISIERI MAGANGI** of Post Office Box Number 103555-00101 Matasia Ngong (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include her personal representatives and assigns).

WHEREAS :-

(A) The Vendor is registered as proprietor of all that parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") together with such other parcels that the Vendor may acquire on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) The Vendor is currently in the process of amalgamating the Property into one (1) parcel of land on which the Project shall be developed;

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project shall within 90 days of the registration of the last lease convey to the Management Company the reversionary interest at no further consideration.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows :-

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides :-

(a) "**Apartment**" means a one (1) bedroom apartment number A-501 on the 5th Floor in Block A of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with one and a half (1½) parking bays.

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(d) **"Balance of the Purchase Price"** means Kenya Shillings Five Million Two Hundred and Twenty Thousand (**Kshs.5,220,000/=**)

(e) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

(f) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(g) the "**Completion Date**" shall be twenty-one (21) days after the issuance of the Certificate of Practical Completion or the Certificate of Occupation by the County Government of Kiambu, whichever is later;

(h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

(i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date when the Purchaser is issued with the certificate of practical completion.

(j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be calculated on daily balances;

(l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3 (f) hereof);

(m) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

(n) the "**Practical Completion Date**" means the date falling twenty-one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(o) the "Property" means land parcels constituting Title Numbers: Kiambaa/Ruaka/6260, Kiambaa/Ruaka/5230 and Kiambaa/Ruaka/3557 situated within Kiambu county, Ruaka and such other contiguous parcels of land which the Vendor shall acquire and amalgamate to constitute the Alma';

(p) the "**Purchase Price**" means the sum of Kenya Shillings Five Million Eight Hundred Thousand (**Kshs.5,800,000/=**);

(q) the "**Purchasers' Advocates**" means **Elkington Associates & Advocates, 680 Hotel, 3rd Floor, Suite 305, Muindi Mbingu Street, P.O. Box 45546-00100 Nairobi**;

(r) the "**Vendor's Advocates**" means **Anthony Gikaria & Company Advocates, La Colline Gardens, 10 | Masaba Road, Upper Hill, P.O. Box 73525-00200, Nairobi**;

(s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(t) words importing one gender shall be construed as importing the other gender and the neuter;

(u) words importing the singular shall be construed as importing the plural and vice versa;

(v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. **The Works**

The Vendor shall :-

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(a) diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Purchase Price and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Purchase Price as provided in clause 3 (b).

(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Purchase Price as follows :-

(i) The sum of **Kenya Shillings Five Hundred and Fifty Five Thousand (Kshs.555,000/=)** together with the Reservation Deposit of **Kenya Shillings Twenty Five Thousand (Kshs.25,000/=)** (totaling **Kenya Shillings Five Hundred and Eight Thousand (Kshs.580,000/=)** shall constitute ten percent (10%) of the Purchase Price to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

(ii) The balance of the Purchase Price in the sum of **Kenya Shillings Five Million Two Hundred and Twenty Thousand (Kshs.5,220,000/-)** shall be paid in installments in the following manner that is to say :-

a. The First Installment of Kenya Shillings One Million, One Hundred and Sixty Thousand (Kshs.1,160,000/=) shall be payable on or before Mar 31, 2018.

b. The Second Installment of Kenya Shillings One Million, One Hundred and Sixty Thousand (Kshs.1,160,000/=) shall be payable on or before Jun 30, 2018.
c. The Third Installment of Kenya Shillings One Million, One Hundred and Sixty Thousand (Kshs.1,160,000/=) shall be payable on or before Sep 30, 2018.
d. The Fourth Installment of Kenya Shillings One Million, One Hundred and Sixty Thousand (Kshs.1,160,000/=) shall be payable on or before Dec 31, 2018.
e. The Final Installment of Kenya Shillings Five Hundred and Eighty Thousand (Kshs.580,000/=) shall be payable on or before Mar 22, 2019 but subject to the issuance by the Architect of the Certificate of Practical Completion.

The said installments shall be payable by the 5th day following the due date thereof (due date shall be the dates indicated at this Clause 3 hereof) failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% per annum) to be calculated on daily balances from the due date until payment in full both days inclusive.

(iii) All payments shall be made in cleared funds, without deduction, set-off or counterclaim to the Vendor's bank account, whose details are as follows :-

Account Name: Cytonn Integrated Project, LLP

Account No:	0220948004
Bank:	DIAMOND TRUST BANK
Branch:	LAVINGTON CURVE
Swift Code:	DTKEKENA

(c) The Purchaser is aware and agrees that the Deposit or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment. The Vendor shall furnish the Purchaser with copies of interim Architect's Certificates as and when they are issued the first of such certificates to be supplied to the Purchaser on the execution of this Agreement.

(d) If the Purchaser fails to honour his / her obligations under Clause 3 on the due date or if any cheque or bank draft taken for or towards the Purchase Price or part thereof is dishonoured upon first presentation.

(i) The Purchaser shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

(ii) the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days of the due date for payment elect to treat such non-payment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 (e) shall apply;

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates;

(f) The Lease shall be completed on the Completion Date at the offices of the Vendor's Advocates;

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchasers having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates :-

(i) the instrument of Lease (in triplicate);
(ii) a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and
(iii) a copy of the Certificate of Practical Completion.

(b) On or before the Practical Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

(i) the Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchaser;
(ii) copies of PIN Certificates of the Purchaser;
(iii) copies of three (3) passport size photos and National Identity Card of each of the Purchaser;
(iv) a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and
(v) payment of all amounts on account of the payments outlined in the Third Schedule.

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping, valuation and registration of the Lease.

(d) The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates :-

i. A duly Certified copy of the head title to the Property;
ii. The original Certificate of Lease in respect of the Apartment;
iii. one counterpart of the duly stamped and registered Lease;
iv. The original receipts in relation to the stamp duty and registration fees paid for the Lease.
v. The application for registration;
vi. A partial discharge (if any);
vii. The consent to lease (if required);
viii. Copies of the land rent and rates receipts for the year of Completion;
ix. Duly Certified copies of the Management Company's Certificate of Incorporation, Memorandum and Articles of Association

The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser so long as if registration of one or more of the Leases goes beyond one year from the date of registration of the Lease in respect of the Apartment, the Vendor shall within 30 days issue the Purchaser with a share certificate.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchasers, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. The Purchaser shall not be bound to accept the alternative Practical Completion Date and shall elect, without prejudice to any other rights and remedies available to them, whether or not to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchaser the Purchase Price or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty (60) days thereof, failure to which the said sum shall attract interest from the due date until payment in full.

(c) If after the Purchaser's Advocates have received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required to be delivered under Clause 4(a), the Purchaser fails to pay the balance of the Purchase Price due to the Vendor, the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring them to comply with their obligations to pay the balance of the Purchase Price under this agreement within twenty one (21) days of the date of service of the notice on the Purchasers.

(d) Provided the Purchaser's Advocates undertake not to release the documents listed under Clause to the Purchaser prior to the Purchaser's settlement of the balance of the Purchase Price. Time shall be of the essence in this Agreement.

(e) If the Purchaser fails to comply with a notice served upon them under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Purchase Price being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall thereafter refund any money that is over and above the Deposit within fourteen (14) days of expiry of the notice of termination.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, its agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

(a) Subject to the Purchaser having complied with their obligations under Clauses 3(b) and 4(b) as at the Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Completion Date.

(b) The Vendor and the Purchaser shall inspect the Apartment before the handing over of possession and shall prepare a snag list for rectification by the Vendor.

8. Conditions

The Apartment is sold subject to :-

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) in so far as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

11. Novation

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that :-

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Legal Costs

The Purchasers shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Second Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

Apportioned Costs

Upon completion, the Purchaser shall in addition to the Purchase Price pay such costs and charges as are incidental to the Purchase Price being inclusive of the purchase of one (1) share in the Management Company, the Purchaser's apportioned cost of the purchase of the reversionary interest in the Mother Title, the cost of transfer and the stamp duty payable thereof, the cost of incorporation of the Manager and a three (3) month Service Charge together with the equivalent thereto being a deposit on the account of the Service Charge as described in the Third Schedule.

13. Currency

The Purchaser may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Purchase Price under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Purchase Price.

14. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

15. Waiver

(a) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(b) No waiver by the Vendor of any breach of any provision of this Agreement by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

(c) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(d) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17. Entire Agreement

(a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

(b) Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

18. Dispute Resolution

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to Kenyan Courts.

19. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by email to such address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four (4) days after posting.

20. Warranties

The Vendor represents, warrants and undertakes to the Purchaser that :-

i. The Vendor is the registered and or lawful owner of the Land and that it holds a clear and valid title to the Land which cannot be appropriated or annulled by the Government of the Republic of Kenya or any other authority and the Vendor undertakes to indemnify and to always keep the Purchaser indemnified against any or attempted appropriation or annulment of the title to the Land contrary to the said law;

ii. The Land is neither part of any Government Land, nor a buffer zone, road reserve by pass or pubic land and its ownership hereof is not subject to any challenge whatsoever from the Government of Kenya, local authority or any third party;

iii. The Apartment has not and will not be offered to sale to any person save for the Purchaser herein;

iv. The Purchaser will acquire sole indefeasible and individual ownership of the Apartment and that there is no person, natural or legal with any legal beneficial or otherwise competing claim or title to the Apartment and the Vendor indemnified and holds the Purchaser free from all costs, charges, liabilities and expenses that the Purchaser may incur in assessing, evaluating or defending any claims brought by any third party in respect of the Land or because of failure in the title;

v. The Vendor is not engaged in nor to the best of their knowledge threatened by any litigation, arbitration, succession or administrative proceedings relating to the Land;

vi. There is no adverse claim or dispute against the Land regarding ownership, boundary, easement, rights of way or any such matter;

vii. The Vendor has to the best of their knowledge disclosed to the Purchaser all material information relating to the Land;

viii. The Vendor will immediately disclose in writing to the Purchaser any events or circumstances which may arise or become known to them after the date of this Agreement and prior to Completion Date which are inconsistent with any of the warranties;

ix. The Vendor represents that it has the power to enter into and perform this Agreement and is competent to execute, deliver and perform this Agreement and all other documents and instruments to be executed, delivered and performed by them in accordance with the terms therein;

x. The Vendor will not upon the execution of this Agreement be involved in any negotiations to commit, transfer, possession of the Apartment or the Land to any third party (ies) and will not accept any offer or deposit(s) on the Apartment or the Land from any other party.

xi. As at the Completion Date, there shall be no pending liabilities, liens, charges or encumbrances with regards to the Apartment, including government dues, which would affect title of the Apartment.

xii. The Vendor is in physical control and possession of the Land, and is not prohibited from handing over quiet, vacant and peaceful possession of the Apartment.

xiii. For avoidance of doubt, the provisions of this clause shall survive the completion of the sale and purchase of the Apartment and shall subsist for only Six (6) years from the date of registration of the lease in favour of the Purchaser.

21. **FORCE MAJEURE**

21.1 Neither the Vendor nor the Purchaser will be liable in respect of any delay in performing, failure to perform, or failure to adequately perform any of their obligations hereunder (other than the obligations of the parties to make

payment to each other in accordance with this Agreement) in consequence of any act, cause or event which (i) was not within the control of the affected parties, (ii) was not caused or precipitated by such parties negligence, and (iii) could not have been prevented by the affected parties reasonable diligence, including without limitation :-

21.1.1 a Delaying Factor;

21.1.2 any act of God;

21.1.3 any war or hostilities (whether war be declared or not);

21.1.4 any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy or invasions;

21.1.5 any judicial actions, strikes, lockouts, industrial disputes or actions of any such nature;

21.1.6 any actions or inactions of any government or any agency or subdivision thereof;

21.1.7 any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

21.1.8 any act of terror;

21.1.9 any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters; and

21.1.10 fire, accident, explosion, or shortage of labour.

21.2 The Vendor shall promptly notify the Purchaser in writing (thereinafter called the Force majeure Notice) when any Force Majeure event causes a delay in performance, failure in performance or failure in adequate performance and when any Force Majeure Event cease so to do. If any Force Majeure Event continues for more than twelve (12) consecutive months after the date of Force Majeure Notice, either Party may terminate this Agreement but without prejudice to any accrued rights either Party may have against the other.

21.3 Subject to Clause 22.2, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant Force Majeure Event ceases.

21.4 In the event this Agreement is terminated pursuant to 22.2 the Purchaser shall not have any further payment obligation to the Vendor and the Vendor shall return all the monies paid by the Purchaser upon the resale of the Apartment.

22. INSURANCE

22.1 During construction and upto the Completion date the Vendor shall through the Contractor insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

22.2 If the Apartment shall be damaged or destroyed before the completion date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor)
)
CYTONN INTEGRATED PROJECT LLP)
)
in the presence of :-)
)
)
Authorised Representative)
)
)
Authorised Representative)

I certify that I was present and saw MARTIN GITONGA and VICTORIA WANYANGA being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Advocate

SIGNED and **DELIVERED**) 16/3/2018

by the Purchaser the said)

WILKISTER BISIERI MAGANGI)

in the presence of :-)

ADVOCATE)

I certify that I was present and saw the Purchaser **WILKISTER BISIERI MAGANGI** duly sign this Agreement.

Advocate

FIRST SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

SECOND SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder :-

ITEM	AMOUNT (KSHS)
Legal Fees	58,000/=
Disbursements	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	9,280/=
TOTAL	**72,280/=**

The associated costs payable by the Purchaser shall be as follows :-

ITEM	AMOUNT (KSHS.)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	As shall be guided by the Government Valuer's Report
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/=
Proportionate Cost for the Transfer of the reversionary interest from the Vendor to the Managing Agent or the Management Company	13,000/=
Initial Provisional Service Charge	9,000/= @ 3,000 a month
Service Charge deposit equivalent to Six (6) months provisional service charge	18,000/= @3,000 a month
Registration Fees on the Lease and official search	5,000/=
Water Deposit	5,000/=
Electricity Deposit	5,000/=

DRAWN BY :-

ANTHONY GIKARIA & COMPANY
ADVOCATES
LA COLLINE GARDENS
10 | MASABA ROAD
UPPER HILL
P.O. BOX 73525-00200
NAIROBI

Cell : 0722 744722
Email : law@agadvocates.com
Our Ref : AGK/CIP/A/001/2018

DATED _____ 20___

CYTONN INTEGRATED PROJECT LLP

-to-

NICHOLAS WILLIAM MARSH

AGREEMENT FOR LEASE

Apartment No. 901, Block B
The Alma, Ruaka

DRAWN BY:-

KN Associates LLP,
Advocates & Notaries Public,
Ngong Lane Plaza, 3rd Floor,
Ngong Lane, off Ngong Road
P.O. Box 27547-00100
NAIROBI

THIS AGREEMENT is made on the day of 2016 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **NICHOLAS WILLIAM MARSH** of 70 Church Street Whitsable Kent-CTS IPF, United Kingdom (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of all those parcels of land situated in Kiambu County, Ruaka, which are more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "*The Alma*";

(B) The Vendor is currently in the process of amalgamating the Property into one(1) parcel of land on which the Project shall be developed;

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means apartment number 901 on the 9th Floor in Block B of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with one (1) parking bay;

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and

every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

(e) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(f) the "**Completion Date**" shall be fourteen (14) days after the issuance of the Certificate of Practical Completion or the Certificate of Occupation by the County Government of Kiambu, whichever is later;

(g) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

(h) the "**Defects Liability Period**" means a period of six (6) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

(i) "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

(j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(k) "**Interest Rate**" means the base lending rate published by the Standard Chartered Bank of Kenya Limited from time to time or, if no base rate is published, at the rate published by the Central Bank of Kenya from time to time plus five percent (5%);

(l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3 (f) hereof);

(m) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

(n) the "**Practical Completion Date**" means the date falling twenty one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(o) the **"Lease Premium"** means the sum of Kenya Shillings Seven Million, Five Hundred Thousand (Kshs. 7, 500,000/=);

(p) the **"Purchaser's Advocates"** means **KN Associates LLP, Advocates and Notaries Public, 3rd Floor, Ngong Lane Plaza, Ngong Lane off Ngong Road P. O. Box 27547 – 00100, Nairobi;**

(q) the **"Vendor's Advocates"** means **KN Associates LLP, Advocates and Notaries Public, 3rd Floor, Ngong Lane Plaza, Ngong Lane off Ngong Road P. O. Box 27547 – 00100, Nairobi;**

(r) the **"Works"** means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(s) words importing one gender shall be construed as importing the other gender and the neuter;

(t) words importing the singular shall be construed as importing the plural and vice versa;

(u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

(a) The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and
(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(b) The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;
(ii) in accordance with the terms of all Approvals;
(iii) in accordance with the Building Documents;
(iv) to a standard reasonably expected on such works in the building industry in Kenya; and
(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3 (b).

(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Lease Premium as follows:

(i) The sum of **Kenya Shillings Seven Hundred and Fifty Thousand (Kshs. 750,000/=)** being ten percent (10%) of the Lease Premium and the agreed Deposit in respect of the Lease Premium to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

(ii) The balance of the Purchase Price in the sum of **Kenya Shillings Six Million, Seven Hundred and Fifty Thousand (Kshs. 6,750,000/-)**shall be paid in installments in the following manner that is to say:-

a) The first installment of Kenya Shillings Seven Hundred and Fifty Thousand (Kshs. 750,000/=) shall be payable on or before 9th May , 2016;
b) The second installment of Kenya Shillings One Million Five Hundred Thousand (Kshs.1,500,000/=) shall be payable on or before 9th November, 2016;
c) The third installment of Kenya Shillings One Million Five Hundred Thousand (Kshs. 1,500,000/=) shall be payable on or before 9th May, 2017;
d) The fourth installment of Kenya Shillings One Million Five Hundred Thousand (Kshs. 1,500,000/=) shall be payable on or before 9th November, 2017;
e) The fifth installment of Kenya Shillings Seven Hundred and Fifty Thousand(Kshs. 750,000/=) shall be payable on or before 9th November, 2017; and
f) The final installment of Kenya Shillings Seven Hundred and Fifty Thousand (Kshs.750, 000/=) shall be payable on or before 9th May, 2018 but subject to

the issuance of the Certificate of Practical Completion by the Project Architect.

(iii) All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	Chase Bank (K) Limited
Branch:	Riverside
Swift Code:	CKENKENA

(c) The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment.

(d) If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

(i) the Purchaser shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

(ii) the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within Twenty Eight (28) days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 (e) shall apply.

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates.

(f) The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates.

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) The instrument of Lease (in triplicate) ;

(ii) a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and

(iii) a copy of the Certificate of Practical Completion.

(b) On or before the Practical Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

(i) the Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchaser;
(ii) copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;
(iii) a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and
(iv) payment of all amounts on account of the payments outlined in the Third Schedule.

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

(d) The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's' Advocates:

(i) the original Certificate of Lease in respect of the Apartment;
(ii) one counterpart of the duly stamped and registered Lease;
(iii) The original receipts in relation to the stamp duty and registration fees paid for the Lease.

(f) The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchaser, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchaser shall be entitled, without prejudice to any other rights and remedies available to him, to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchaser the Lease Premium or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty(60) days thereof.

(c) If after the Purchaser has received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required to be delivered under clause 4(a) the Purchaser fails to pay the balance of the Lease Premium due to the Vendor the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring him to comply with his obligations to pay the balance of the Lease Premium under this agreement within twenty one (21) days of the date of service of the notice on the Purchaser.

(d) Time shall be of the essence in this Agreement.

(e) If the Purchaser fails to comply with a notice served upon him under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Lease Premium being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall after the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Apartment including all commissions payable to estate agents on such subsequent re-sale) refund to the Purchaser other payments (if any) paid by the Purchaser to the Vendor (less a further amount being the Vendor's Advocates' fees which shall be payable by the Purchaser for such failed transaction) without interest thereon and this Agreement shall then absolutely determine.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3(b) and 4(b) as at the Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Completion Date.

8. Conditions

The Apartment is sold subject to:

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (1989 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not assign, share, part with or dispose of or deal with his interest under this Agreement or any part thereof without the prior written consent of the Vendor and on such terms and conditions as the Vendor may in its absolute discretion require;

(b) such nomination shall not absolve the Purchaser from the Purchaser's liabilities under this Agreement the provisions of which shall be binding on the Purchaser regardless of such power to nominate and/ or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchaser shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination.

12. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

13. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's' obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

14. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

15. Waiver

(a) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(b) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(c) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17. Entire Agreement

(a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

(b) Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

18. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

19. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
)
)
)
Authorised Representative)
)
)
)
Authorised Representative)

I certify that I was present and saw _____ and _____being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED, SEALED and DELIVERED)
by the Purchaser the said)
NICHOLAS WILLIAM MARSH)
)
)
in the presence of:)
)
)
)
)
ADVOCATE)

I certify that I was present and saw the Purchaser **NICHOLAS WILLIAM MARSH** duly sign this Agreement.

_____
Advocate

FIRST SCHEDULE
The Property

ALL THOSE nine (9) parcels of land known as:

1. Title Number Kiambaa/Ruaka/5188;
2. Title Number Kiambaa/Ruaka/5202;
3. Title Number Kiambaa/Ruaka/5303;
4. Title Number Kiambaa/Ruaka/5907;
5. Title Number Kiambaa/Ruaka/5908;
6. Title Number Kiambaa/Ruaka/5917;
7. Title Number Kiambaa/Ruaka/6016;
8. Title Number Kiambaa/Ruaka/3972; and
9. Title Number Kiambaa/Ruaka/3973.

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	Kshs. 75,000.00/=
Disbursements	Kshs. 3,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	Kshs. 12,000.00/=
TOTAL	**90,000.00/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS.)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	Kshs. 300,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	Kshs. 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	Kshs. 13,000/=
Initial Provisional Service Charge	Kshs. 3,500/= per month
Service Charge deposit equivalent to Six (6) months provisional service charge	Kshs. 21,000/=
Registration Fees on the Lease	Kshs. 1,000/=
Official Search	Kshs. 1,000/=
Water Deposit	Kshs. 5,000/=
Electricity Deposit	Kshs. 5,000/=

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

JESCA KABURIA AND ISAIAH NGEERA

AGREEMENT FOR LEASE

Apartment No 110, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates & Notaries Public
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/215/1/74/76

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **JESCA KABURIA** of Post Office Box Number 137-00618 and **ISAIAH NGEERA** of Post Office Box Number 56678-00200 Kenya (hereinafter jointly referred to as the "**Purchaser**" which expression shall where the context so admits include their personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two-bedroom apartment number 110 on the 1st Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date

on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Twelve Million and Five Hundred Thousand (KES 12,500,000) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi;**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium together with a sum of Kenya Shillings Two Hundred and Ninety-Four Thousand, Eight Hundred and Two (KES 294,802/=) being the financing interest charged for the extended payment plan as follows:

3.2.1. The sum of Kenya Shillings Twenty-Five Thousand (KES 25,000.00) on account of the reservation deposit *(receipt whereof the Vendor hereby acknowledges)*;

3.2.2. The balance of the Purchase Price in the sum of Kenya Shillings Twelve Million, Four Hundred and Seventy-Five Thousand (KES 12,475,000) shall be paid in the following manner:

3.2.2.1 Kenya Shillings Three Million, Nine Hundred and Twenty Thousand, Nine Hundred and Thirty-Five (KES 3,920,935.00) shall be payable on or before May 19, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn High Yield Solutions LLP (CHYS) under account 2684B for Jesca Kaburia);

3.2.2.2 Kenya Shillings One Million, One Hundred and Fifty-Three Thousand, Nine Hundred and Eighty-Three (KES 1,153,983.00) shall be payable on or before May 19, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn High Yield Solutions LLP (CHYS) under account 7936 for Isaiah Ngeera);

3.2.2.3 Kenya Shillings One Million, One Hundred and Fifty-Nine Thousand, Two Hundred and Sixty-Eight (KES 1, 159,268.00) shall be payable on or before May 19, 2021 (receipt of which the Vendor hereby acknowledges from Cytonn Project Notes LLP (CPN) under account 7936 for Isaiah Ngeera);

3.2.2.4 Kenya Shillings Five Hundred and Twenty Thousand and Sixty-Seven and Eighty-Three Cents (KES 520,067.83) shall be payable on or before June 10, 2021;

3.2.2.5 Kenya Shillings Five Hundred and Twenty Thousand and Sixty-Seven and Eighty-Three Cents (KES 520,067.83) shall be payable on or before July 10, 2021;

3.2.2.6 Kenya Shillings Five Hundred and Twenty Thousand and Sixty-Seven and Eighty-Three Cents (KES 520,067.83) shall be payable on or before August 10, 2021;

3.2.2.7 Kenya Shillings Five Hundred and Eighty Thousand and Sixty-Six and Fifty-Seven Cents (KES 580,066.57) shall be payable on or before September 10, 2021;

3.2.2.8 Kenya Shillings Five Hundred and Seventy-One Thousand, Six Hundred

and Sixty-Nine and Three Cents (KES 571,669.03) shall be payable on or before October 10, 2021;

3.2.2.9 Kenya Shillings Five Hundred and Sixty-Six Thousand, Seven Hundred and Thirty-Three and Fifty-Two Cents (KES 566,733.52) shall be payable on or before November 10, 2021;

3.2.2.10 Kenya Shillings Five Hundred and Fifty-Eighty Thousand, Seven Hundred and Sixty-Eight and Seventy-Three Cents (KES 558,768.73) shall be payable on or before December 10, 2021;

3.2.2.11 Kenya Shillings Five Hundred and Fifty-Three Thousand, Four Hundred and Forty-Seven cents (KES 553,400.47) shall be payable on or before January 10, 2022;

3.2.2.12 Kenya Shillings Five Hundred and Forty-Six Thousand, Seven Hundred and Thirty-Three and Ninety-Four Cents (KES 546,733.94) shall be payable on or before February 10, 2022;

3.2.2.13 Kenya Shillings Five Hundred and Thirty-Eight Thousand, One Hundred and Twenty and Eighty-Two Cents (KES 538,120.82) shall be payable on or before March 10, 2022;

3.2.2.14 Kenya Shillings Five Hundred and Thirty-Three Thousand, Four Hundred and Eighty-Nine Cents (KES 533,400.89) shall be payable on or before April 10, 2022;

3.2.2.15 Kenya Shillings Five Hundred and Twenty-Six Thousand, Five Hundred and Seventeen and Ninety-Eight Cents (KES 526,517.98) shall be payable on or before May 10, 2022;

3.2.3. The outstanding amounts shall be payable by the due date being the dates indicated in clause 3.2.2 failing which any outstanding amounts shall attract interest at the rate of eighteen percent (18%) per annum to be calculated on daily balances from the due date until payment in full, both days inclusive.

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour their obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the

Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1 Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2 On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3 The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4 The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. **Failure of Completion**

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS/CPN investor at the prevailing terms as at the date of rescission. Other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a 3% commission payable to estate agents on such subsequent re-sale as well as an administration fee of Kshs. 40,000). The Vendor may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2 In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3 Time shall be of essence in this Agreement.

5.4 In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser in cash will be refunded from the sale proceeds of the said disposal. The conversion amounts shall be returned back to CHYS/CPN under the previous agreement as a CHYS/CPN Investor at the prevailing terms as at the date of rescission. The Purchaser shall not be entitled to Interest on the amounts.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1 all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2 the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

10.1. The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due Ninety (90) days from the date of reservation of the unit. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

10.2. Save in the event that the unit gets rented out by the Developer any time before handover of the unit to the Purchaser, the Purchaser shall not be required to pay service charge for the period of the tenancy, otherwise service charge shall be payable in line with clause 10.2 above.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

11.1 The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

11.2 For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

11.3 The Vendor shall not be responsible for any tax obligations occasioned by such novation or

assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1 Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2 The Vendor shall promptly notify the Purchaser in writing (the Force Majeure Notice) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6)

consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3 Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4 In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1 Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2 No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3 The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1 If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2 Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. **Entire Agreement**

18.1 This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2 Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. **Arbitration**

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. **Notices**

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and jeskamfp@gmail.com and ngeera2014@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. **INSURANCE**

21.1 From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2 If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

CIP-727

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
JESCA KABURIA AND ISAIAH NGEERA



JESCA KABURIA

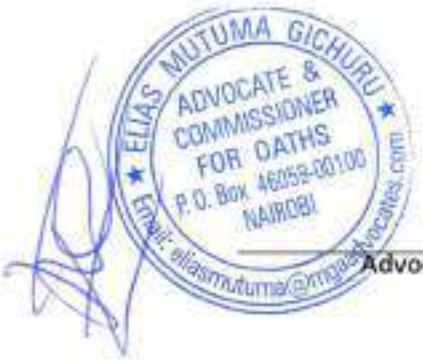
ISAIAH NGEERA

in the presence of:



ADVOCATE

I certify that I was present and saw the Purchaser **JESCA KABURIA** and **ISAIAH NGEERA** duly sign this Agreement.



Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	KES 125,000/=
Disbursements	KES 4,760/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	KES 20,761.60/=
Stamp duty on the Agreement	240/=
Registration fees	KES 6,500/=
Valuation fees	KES 5,000/=
TOTAL	**KES 162,261.60**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 500,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter (3 months)	KES 19,500/= (@ 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
CCTV Installation Fee by the Management Company	KES. 15,000/=

DATED 25th MAY 2021

CYTONN INTEGRATED PROJECT LLP

-to-

SANITA VIPUL TANK, VIPUL TANK, KINNARI TANK AND NARENDRA TANK

AGREEMENT FOR LEASE

Apartment No. 401, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —

Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/123/1/1/25/66

THIS AGREEMENT is made on the 25th day of MAY 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **SANITA VIPUL SAVJI TANK, VIPUL BABULAL TANK, KINNARI NARENDRA TANK AND NARENDRA SAVJI RAMJI BHANJI TANK** all of Post Office Box Number 11214-00400 Nairobi, Kenya (hereinafter jointly referred to as the "**Purchaser**" which expression shall where the context so admits include their respective personal representatives, heirs and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting sub-leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease for the term of ninety nine (99) years from the Vendor over the Apartment (herein defined) on the terms and conditions of this Agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works and that at the Property Completion Date the Vendor represents and confirms that The Alma as a whole may be incomplete due to building works that may be in progress.

(F) The Vendor represents and confirms that The Alma has been developed as a homogeneous mixed use development where certain amenities will be used in common with other unit purchasers. The Vendor confirms to the Purchaser and the Purchaser acknowledges that a Management Company will be formed for the proper and convenient management of The Alma. The Vendor further represents and confirms to the Purchaser that in consideration of the fact the Purchaser is purchasing the Apartment not only for its physical amenities but also as (i) a real estate investment and (ii) for the lifestyle that the Estate shall offer the powers and functions of the Management Company may be delegated to the Vendor or its nominee in its capacity as the first manager in terms of the first management agreement which shall be attached to the Management Company's Constitution for an initial term of twenty (20) years automatically renewable for two (2) further terms of fifteen (15) years each.

COLLECTOR OF STAMP DUTIES 31.5.21 KENYA 00001

NOW IT IS AGREED as follows:

1. **Definitions and Interpretation**

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number 401 on the 4th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect who registered as an architect and whose name has been entered into the Register of Architects and Quality Surveyors pursuant to the provisions of the Architects and Quality Surveyors Act (Chapter 525, laws of Kenya) for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this Agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the mixed-use development comprising of residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be

compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the issuance of the Certificate of Practical Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Ten Million Eight Hundred Thousand (KES 10,800,000) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling twenty one (21) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means; **Fidel Mwaki & Company Advocates, 2nd Floor, Kalson Towers, The Crescent, Off Parklands Road, Westlands, Nairobi;**

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi;**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this Agreement;

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser has paid to the Vendor the Lease Premium (the receipt of which the Vendor acknowledges.

3.3. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.4. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.5. The Lease shall be in a standard form for all Apartments with uniform rights and obligations for all apartment owners subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2, the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease in favour of the Purchaser (in triplicate)

4.1.2. a certified copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and

4.1.3. a certified copy of the Certificate of Practical Completion relating to the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. subject to receipt of a valuation report from the Vendor's Advocates, proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. a certified copy of the valuation report in respect to the Apartment issued by the Government of Kenya Valuer;

4.5.5. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.6. a registered floor plan of the Apartment;

4.5.7. certified copy of Vendor's PIN Certificate;

4.5.8. certified copies of the Certificate of Occupation and Practical Completion;

4.5.9. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.10. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.11. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.12. a certified copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.13. a certified copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within twelve (12) months from the date of the registered Lease.

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Purchase Price or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) Business days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this Agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and

may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price; or

5.1.3. Take legal action for specific performance

5.2. In the event of a default by way of (i) a failure by the Vendor to comply with any of the conditions hereof including without limitation its obligation to complete by the Property Completion Date or (ii) a breach of any of the warranties, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty-one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.1. rescind the contract ; or

5.2.2. to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the monies paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the refunded monies.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, their agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with their obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation

Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Warranties.

The Vendor hereby warrants to the Purchaser that to the best of its knowledge:

12.1 The Vendor has the requisite power and authority to enter into and perform this Agreement.

12.2 The land on which the Development sits is not nor does it include an area which is a buffer zone, road-reserve, riparian land or public land.

12.3 The Vendor has not received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or adverse claim with respect to the Property.

The Vendor and Purchaser agree that a breach of the Vendor's obligations under this clause 12 shall constitute a material breach of the Vendor's covenants and the Purchaser shall be entitled to terminate this Agreement forthwith notwithstanding any other remedies that may be available to the Purchaser under this Agreement or any other written law.

13. Force Majeure

13.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

13.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

13.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

13.4. In the event that this Agreement is terminated pursuant to clause 13.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall, without prejudice to any other accrued rights the Purchaser may have against the Vendor, not be entitled to any compensation or damages

including without limiting the foregoing any economic or consequential loss thereon.

14. **Legal Costs**

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this Agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

15. **Currency**

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this Agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

16. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

17. **Waiver**

17.1. Failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

17.2. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

17.3. The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

18. **Severability**

18.1. If any provision of this Agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

18.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

19. **Entire Agreement**

19.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

19.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

20. **Arbitration**

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

21. **Notices**

Any notice of communication under or in connection with this Agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this Agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@Cytonn.com (for the Vendor) and vipul@tank.group.com (for the Purchaser) with a copy to legal@fidelmwaki.com and wariara@fidelmwaki.com (for the Purchaser's Advocates). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

22. **INSURANCE**

22.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

22.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw Grace W. Wekesa and Edwin H Dande being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Faith N. Claudi
Advocate
P. O. Box 38862 - 00100
Nairobi

Advocate

SIGNED and DELIVERED
by the Purchaser the said
SANITA VIPUL TANK, VIPUL TANK, KINNARI TANK
AND NARENDRA TANK

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Sanita

SANITA VIPUL SAVJI TANK

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)
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VIPUL BABULAL TANK

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KINNARI NARENDRA TANK

)
)
)
)
)

NARENDRA SAVJI RAMJI BHANJI TANK

ADVOCATE
FIDEL MWAKI MBAYA
P.O. Box 1481 - 00621
NAIROBI
P.105/7972/10
COMMISSIONER FOR OATHS

in the presence of:

)
)
)
)

ADVOCATE

I certify that I was present and saw the Purchaser **SANITA VIPUL SAVJI TANK, VIPUL BABULAL TANK, KINNARI NARENDRA TANK AND NARENDRA SAVJI RAMJI BHANJI TANK** duly sign this Agreement.

Advocate

ADVOCATE
FIDEL MWAKI MBAYA
P.O. Box 1481 - 00621
NAIROBI
P.105/7972/10
COMMISSIONER FOR OATHS

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as Title Number: **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	108,000/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	18,042/=
TOTAL	**142,542/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 432,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter	KES 19,500 (@6,500/= per month)
Service Charge deposit equivalent to three (3) months provisional service charge	KES 19,500 /=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
Full back-up generator contribution	KES 50,000/=

AGREEMENT FOR LEASE

DATED_____20_

CYTONN INTEGRATED PROJECT LLP

-to-

HANIF KASSAM AND BHAVNA KASSAM

Apartment No. F-602, The Alma, Ruaka

Title Number: Kiambaa/Ruaka/6667

DRAWN BY:-

MALI ADVOCATES LLP
THE CHANERY, 6TH FLOOR
VALLEY ROAD, UPPER HILL
P O Box 100158-00101
NAIROBI
conveyancing@maliadvocates.com

THIS AGREEMENT is made on the day of 2022 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **HANIF KASSAM AND BHAVNA KASSAM** of Post Office Box Number 1015-00600 Nairobi Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include the Purchaser's personal representative and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "the Bank ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers). For conversion/assignment purchasers, the partial discharges shall be issued upon full repayment of the loan facility by the vendor.

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a Three (3) Bedroom Apartment Number 602 on the 6th floor in Block F of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property

Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing.

n) the "**Lease Premium**" means the sum of Kenya Shillings Seventeen Million Two Hundred and Forty-Three Thousand Seven Hundred and Fifty (Kshs. 17,243,750/=) and shall have the same meaning as the ''**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means twenty-one (21) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu

q) the "**Vendor's Advocates**" means MALI Advocates LLP, The Chancery Building, 6th Floor, Valley Road, Upper Hill, P.O Box 100158-00101 Nairobi;

r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

s) words importing one gender shall be construed as importing the other gender and the neuter;

t) words importing the singular shall be construed as importing the plural and vice versa;

u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED**

THAT such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchaser has paid to the Vendor the Lease Premium as follows before the execution of this agreement:

a) The Purchaser has paid the sum of Kenya Shillings Twenty-Five Thousand (Kshs. 25,000/=) on account of reservation deposit, receipt whereof the Vendor acknowledges at the execution of the Letter of Offer;

b) The sum of Kenya Shillings Five Million Seven Hundred and Thirty Five Thousand Nine Hundred, and Sixty Nine and Fifty Five Cents (Kshs. 5,735,969.55/= only shall be paid in cash on or before 15th December 2022;*(receipt whereof the Vendor hereby acknowledges).*

c) "The **Balance"** of the Purchase Price being the sum of Kenya Shillings Eleven Million Four Hundred and Eighty-Two Thousand Seven Hundred and Eighty, and Forty-Five Cents (Kshs. 11,482,780.45/=) shall be paid from the Cytonn High Yields Solutions(CHYS), accounts of client code 1023 and 1248*(receipt whereof the Vendor hereby acknowledges).*

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of

clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price from the paid up cash installment shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser) and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS/CPN Investor at the prevailing terms as at the date of rescission. The other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a three per cent (3%) commission payable to estate agents on such subsequent re-sale as well as an administration fee of KES 40,000) and this Agreement shall then absolutely determine.; or

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this Agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts of cash deposit paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The conversion amounts shall be returned back to CHYS/CPN under the previous agreement as a CHYS/CPN Investor at the prevailing terms as at the date of rescission. The Purchaser shall not be entitled to Interest on the amounts.

6. Defects Liability Period

The unit is not under defects liability period and therefore the purchaser shall at its own expense remedy or cause to be remedied all defects to the unit under purchase.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due ninety (90) days from the date of reservation. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and a resale commission of three percent (3%) of the purchase price paid by the new Purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or

consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.2, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision

so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@cytonn.com (for the Vendor) and hanif.kassam@gmail.com/bhavna.kassam@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and

the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:

Authorised Representative .....

Authorised Representative .....

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

CAREY BARASA NABANG'I
ADVOCATE
P.O. Box 10000 - 00100
NAIROBI

_____
Advocate

SIGNED and **DELIVERED** by the Purchaser, the said **HANIF KASSAM** and **BHAVNA KASSAM**

.....

.....

in the presence of:

ADVOCATE

I certify that I was present and saw the Purchasers **HANIF KASSAM** and **BHAVNA KASSAM** duly sign this Agreement.

NOAH ODHIAMBO RANDIEK
ADVOCATE
P. O. Box 20695-00200
NAIROBI

_____
Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	KES 172,438/=
Disbursements	KES 5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	KES 28,438/=
Registration fees on the Lease and official search	KES 6500/=
Valuation fees	KES 15,000/=
TOTAL	**KES 227,676/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 689,750/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	KES 24,000 @ 8,000/= a month
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 24,000/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
CCTV Installation Fee by the Management Company	KES. 15,000/=

AGREEMENT FOR LEASE

DATED_____20_

CYTONN INTEGRATED PROJECT LLP

-to-

HANIF KASSAM AND BHAVNA KASSAM

Apartment No. F-503, The Alma, Ruaka

Title Number: Kiambaa/Ruaka/6667

DRAWN BY:-

TAIBJEE AND BHALLA ADVOCATES LLP
THE ADDRESS, 10TH FLOOR
MUTHANGARI DRIVE
OFF WAIYAKI WAY
P O Box 10161-00100
NAIROBI
www.tandbadvocates.com

THIS AGREEMENT is made on the day of 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **HANIF KASSAM AND BHAVNA KASSAM** of Post Office Box Number 1015-00600 Nairobi Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include the Purchaser's personal representative and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "the Bank ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number F-503 on the 5th Floor in Block F of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing.

n) the "**Lease Premium**" means the sum of Kenya Shillings Sixteen Million Nine Hundred Thousand (K.Shs. 16,900,000/=) and shall have the same meaning as ''**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out

of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Vendor's Advocates**" means Taibjee and Bhalla Advocates of The Address, 10th Floor, Muthangari Drive, off Waiyaki Way and P.O Box 10161-00100 Nairobi;

r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

s) words importing one gender shall be construed as importing the other gender and the neuter;

t) words importing the singular shall be construed as importing the plural and vice versa;

u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium

and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchaser has paid to the Vendor the Lease Premium as follows before the execution of this agreement:

a) The Purchaser has paid the sum of Kenya Shillings Twenty Five Thousand (K.Shs. 25,000/=) on account of reservation deposit, receipt whereof the Vendor acknowledges at the execution of the Letter of Offer;

b) The Purchaser has paid the sum of Kenya Shillings One Million Six Hundred and Sixty Five Thousand (K.Shs. 1,665,000/=) upon the Purchaser's execution of the Letter of Offer which together with the Reservation deposit constitute the agreed Deposit in respect of the Purchase Price, receipt of which the Vendor acknowledges from Cytonn High Yield Solutions (CHYS) and subject to receipt of the subsequent cash installments;

c) The Balance of the Purchase Price being Kenya Shillings Fifteen Million, Two Hundred and Ten Thousand (K.Shs.15,210,000/=) shall be paid in installments as follows;

a) The First installment of Kenya Shillings Six Million, Seven Hundred and Eighty Five Thousand (K.Shs.6,785,000/=) shall be payable on or before 1st September, 2021 (receipt of which the Vendor acknowledges from Cytonn High Yield Solutions (CHYS);

b) The Second installment of Kenya Shillings Six Million, Seven Hundred and Fifty Nine Thousand and Two Hundred and Thirty One (K.Shs.6,759,231/=) shall be payable on or before 1st September, 2021 (receipt of which the Vendor acknowledges from Cytonn High Yield Solutions (CHYS);

c) The Third installment of Kenya Shillings One Million, Six Hundred and Sixty Five Thousand Seven Hundred and Sixty Nine (K.Shs.1,665,769/=) shall be payable on or before 21st October, 2021 (receipt of which the Vendor acknowledges;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if

payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for general damages where the resale value is lower than

the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due ninety (90) days from the date of reservation or upon handover of the unit, whichever is earlier. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages

including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and hanif.kassam@gmail.com/bhavna.kassam@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest

when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
Authorised Representative) .....
)
Authorised Representative) .....

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED and **DELIVERED**)
by the Purchaser the said)
HANIF KASSAM and **BHAVNA KASSAM**) .....
)
)
) .....
in the presence of:)
)
)

ADVOCATE

I certify that I was present and saw the Purchasers **HANIF KASSAM** and **BHAVNA KASSAM** duly sign this Agreement.

_____
Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	KES 169,000/=
Disbursements	KES 5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	KES 27,840/=
Registration fees on the Lease and official search	KES 6500/=
Valuation fees	KES 15,000/=
TOTAL	**KES 223,340/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 676,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	KES 24,000 @ 8,000/= a month
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 24,000/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
CCTV Installation Fee by the Management Company	KES. 15,000/=

AGREEMENT FOR LEASE

DATED_____20_

CYTONN INTEGRATED PROJECT LLP

-to-

HANIF KASSAM AND BHAVNA KASSAM

Apartment No. F-703, The Alma, Ruaka

Title Number: Kiambaa/Ruaka/6667

DRAWN BY:-

MALI ADVOCATES LLP
THE CHANERY, 6TH FLOOR
VALLEY ROAD, UPPER HIL
P O Box 100158-00101
NAIROBI
conveyancing@maliadvocates.com

THIS AGREEMENT is made on the day of 2022 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **HANIF KASSAM AND BHAVNA KASSAM** of Post Office Box Number 1015-00600 Nairobi Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include the Purchaser's personal representative and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "the Bank ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers). For conversion/assignment purchasers, the partial discharges shall be issued upon full repayment of the loan facility by the Vendor.

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a Three (3) Bedroom Apartment Number 703 on the 7th floor in Block F of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property

Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing.

n) the "**Lease Premium**" means the sum of Kenya Shillings Seventeen Million Nine Hundred and Twenty-One Thousand Eight Hundred and Seventy-Five (Kshs. 17,921,875/=) and shall have the same meaning as the ''**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling twenty-one (21) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Vendor's Advocates**" means MALI Advocates LLP, The Chancery Building, 6th Floor, Valley Road, Upper Hill, P.O Box 100158-00101 Nairobi;

r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

s) words importing one gender shall be construed as importing the other gender and the neuter;

t) words importing the singular shall be construed as importing the plural and vice versa;

u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall

be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the , the Purchaser shall pay to the Vendor the Lease Premium as follows:

a) The Purchaser has paid the sum of Kenya Shillings Twenty-Five Thousand (Kshs. 25,000/=) on account of reservation deposit, receipt whereof the Vendor acknowledges at the execution of the Letter of Offer;

b) The sum of Kenya Shillings Five Million, Nine Hundred and Sixty-One Thousand, Eight Hundred and Sixty-Eight, and Nine Cents (KShs. 5,961,868.90) shall be paid in installments in the following manner, that is to say;

i. The First Installment of Kenya Shillings Four Hundred and Thirty-One Thousand, Two Hundred and Forty-Six and Ninety Cents (Kshs. 431,246.90/=) shall be paid in cash on or before 15th December 2022; *(receipt whereof the Vendor hereby acknowledges).*

ii. The Second Installment of Kenya Shillings Seven Hundred and Ninety Thousand and Eighty-eight and Eighty-Six Cents (Kshs. 790,088.86 /=) shall be paid in cash on or before 30th December 2022

iii. The Third Installment of Kenya Shillings Seven Hundred and Ninety Thousand and Eighty-eight and Eighty-Six Cents (Kshs. 790,088.86 /=) shall be paid in cash on or before 30th January 2023

iv. The Fourth Installment of Kenya Shillings Seven Hundred and Ninety Thousand and Eighty-eight and Eighty-Six Cents (Kshs. 790,088.86 /=) shall be paid in cash on or before 28th February 2023

v. The Fifth Installment of Kenya Shillings Seven Hundred and Ninety Thousand and Eighty-eight and Eighty-Six Cents (Kshs. 790,088.86 /=) shall be paid in cash on or before 30th March 2023

vi. The Sixth Installment of Kenya Shillings Seven Hundred and Ninety Thousand and Eighty-eight and Eighty-Six Cents (Kshs. 790,088.86 /=) shall be paid in cash on or before 30th April 2023

vii. The Seventh of Kenya Shillings Seven Hundred and Ninety Thousand and Eighty-eight and Eighty-Six Cents (Kshs. 790,088.86 /=) shall be paid in cash on or before 30th May 2023

viii. The Eighth Installment of Kenya Shillings Seven Hundred and Ninety

Thousand and Eighty-Eight and Eighty-Six Cents (Kshs. 790,088.86 /=) shall be paid in cash on or before 30th June 2023

c) "The **Balance**" of the Purchase Price being the sum of Kenya Shillings Eleven Million Nine Hundred and Thirty-Five Thousand and Six, and Ten Cents (Kshs. 11,935,006.10/=) shall be paid from the Cytonn High Yields Solutions(CHYS), accounts of client code 1023 and 1248 *(receipt whereof the Vendor hereby acknowledges).*

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price from the paid up cash installment shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching his obligations in this agreement and the Vendor will not have any further claim against the Purchaser) and consequently this automatically waives the right of conversion and the Purchaser shall revert to the terms of the previous agreement as a CHYS/CPN Investor at the prevailing terms as at the date of rescission. The other payments (if any) paid by the Purchaser to the Vendor (less a further amount for the fees of the Vendor's Advocates which shall be payable by the Purchaser for such failed transaction shall be returned to the Purchaser without interest thereon once the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Property including a three per cent (3%) commission payable to estate agents on such subsequent re-sale as well as an administration fee of KES 40,000) and this Agreement shall then absolutely determine.; or.;

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this Agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts of cash deposit paid by

the Purchaser will be refunded from the sale proceeds of the said disposal. The conversion amounts shall be returned back to CHYS/CPN under the previous agreement as a CHYS/CPN Investor at the prevailing terms as at the date of rescission. The Purchaser shall not be entitled to Interest on the amounts.

6. Defects Liability Period

This unit is not under defects liability period and therefore the purchaser shall at its own expense remedy or cause to be remedied all defects to the unit under purchase.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank; but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due Ninety (90) days from the date of reservation. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and a resale commission of three percent (3%)

of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power

or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the

Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute

or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@cytonn.com (for the Vendor) and hanif.kassam@gmail.com/bhavna.kassam@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

CAREY BARASA NABANG'I
ADVOCATE
P.O. Box 40828-00100
NAIROBI

_____
Advocate

SIGNED and **DELIVERED**
by the Purchaser, the said
HANIF KASSAM and **BHAVNA KASSAM**

in the presence of:

ADVOCATE

I certify that I was present and saw the Purchasers **HANIF KASSAM** and **BHAVNA KASSAM** duly sign this Agreement.

NOAH ODHIAMBO RANDIEK
ADVOCATE
P. O. Box 20695-00200
NAIROBI

_____
Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	KES 179,219/=
Disbursements	KES 5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	KES 29,475/=
Registration fees on the Lease and official search	KES 6500/=
Valuation fees	KES 15,000/=
TOTAL	**KES 235,194/=**

AGREEMENT FOR LEASE

DATED_____20_

CYTONN INTEGRATED PROJECT LLP

-to-

HANIF KASSAM AND BHAVNA KASSAM

Apartment No. J-507, The Alma, Ruaka

Title Number: Kiambaa/Ruaka/6667

DRAWN BY:-

TAIBJEE AND BHALLA ADVOCATES LLP
THE ADDRESS, 10TH FLOOR
MUTHANGARI DRIVE
OFF WAIYAKI WAY
P O Box 10161-00100
NAIROBI
www.tandbadvocates.com

THIS AGREEMENT is made on the day of 2022 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the **"Vendor"** which expression shall where the context so admits include its successors in title and assigns);

(2) **HANIF KASSAM AND BHAVNA KASSAM** of Post Office Box Number 1015-00600 Nairobi Kenya (hereinafter referred to as the **"Purchaser"** which expression shall where the context so admits include the Purchaser's personal representative and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the **"Property"**) on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the **"Project"**) which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "the Bank ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) **"Apartment"** means apartment number J-507 on the 5th Floor in Block J of the buildings being constructed or to be constructed on the Property the boundaries of

which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing.

n) the "**Lease Premium**" means the sum of Kenya Shillings Seventeen Million Nine

Hundred Thousand (K.Shs. 17,900,000/=) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Vendor's Advocates**" means Taibjee and Bhalla Advocates of The Address, 10th Floor, Muthangari Drive, off Waiyaki Way and P.O Box 10161-00100 Nairobi;

r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

s) words importing one gender shall be construed as importing the other gender and the neuter;

t) words importing the singular shall be construed as importing the plural and vice versa;

u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially

diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchaser has paid to the Vendor the Lease Premium as follows before the execution of this agreement:

a) The Purchaser has paid the sum of Kenya Shillings Twenty Five Thousand (K.Shs. 25,000/=) on account of reservation deposit, receipt whereof the Vendor acknowledges at the execution of the Letter of Offer;

b) The sum of Kenya Shillings Four Million Four Hundred and Fifty Thousand (K.Shs. 4,450,000/=) to be paid in installments as below;

i. The sum of Kenya Shillings One Million Seven and Sixty Five Thousand (K.Shs. 1,765,000/=) which shall be payable upon execution of the Letter of Offer and together with Reservation Deposit shall constitute "the **Deposit**" with respect to the Purchase Price;

ii. The sum of Kenya Shillings One Million Three Hundred and Forty Two Thousand and Five Hundred (K.Shs. 1,342,500/=) being the First Installment and which shall be payable on/before 14th May 2022;

iii. The sum of Kenya Shillings One Million Three Hundred and Forty Two Thousand and Five Hundred (K.Shs. 1,342,500/=) being the Second Installment and which shall be payable on/before 14th June 2022;

c) "The **Balance**" of the Purchase Price being Kenya Shillings Thirteen Million Four Hundred and Twenty Five Thousand (K.Shs.13,425,000/=) shall be paid from Cytonn High Yield Solutions (CHYS) accounts of Client Code 1023 and 1248, receipt of which the Vendor acknowledges;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such

disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for general damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due ninety (90) days from the date of reservation or upon handover of the unit, whichever is earlier. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without

limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the

Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.
AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and hanif.kassam@gmail.com/bhavna.kassam@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
Authorised Representative).....
)
Authorised Representative).....

C1P-683

I certify that I was present and saw _____
and _____being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED and **DELIVERED**)
by the Purchaser, the said)
HANIF KASSAM and **BHAVNA KASSAM**)
)
)
in the presence of:)
)
)

ADVOCATE

I certify that I was present and saw the Purchasers **HANIF KASSAM** and **BHAVNA KASSAM** duly sign this Agreement.

_____
Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	KES 179,000/=
Disbursements	KES 5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	KES 24,440/=
Registration fees on the Lease and official search	KES 6500/=
Valuation fees	KES 15,000/=
TOTAL	**KES 234,940/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 716,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	KES 24,000 @ 8,000/= a month
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 24,000/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
CCTV Installation Fee by the Management Company	KES. 15,000/=

AGREEMENT FOR LEASE

DATED_____20_

CYTONN INTEGRATED PROJECT LLP

-to-

HANIF KASSAM AND BHAVNA KASSAM

Apartment No. J-706, The Alma, Ruaka

Title Number: Kiambaa/Ruaka/6667

DRAWN BY:-

TAIBJEE AND BHALLA ADVOCATES LLP
THE ADDRESS, 10TH FLOOR
MUTHANGARI DRIVE
OFF WAIYAKI WAY
P O Box 10161-00100
NAIROBI
www.tandbadvocates.com

THIS AGREEMENT is made on the day of 2022 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **HANIF KASSAM AND BHAVNA KASSAM** of Post Office Box Number 1015-00600 Nairobi Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include the Purchaser's personal representative and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "the Bank ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number J-706 on the 7th Floor in Block J of the buildings being constructed or to be constructed on the Property the boundaries of

which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing.

n) the "**Lease Premium**" means the sum of Kenya Shillings Eighteen Million One

Hundred Thousand (K.Shs. 18,100,000/=) and shall have the same meaning as ''**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Vendor's Advocates**" means Taibjee and Bhalla Advocates of The Address, 10th Floor, Muthangari Drive, off Waiyaki Way and P.O Box 10161-00100 Nairobi;

r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

s) words importing one gender shall be construed as importing the other gender and the neuter;

t) words importing the singular shall be construed as importing the plural and vice versa;

u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially

diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchaser has paid to the Vendor the Lease Premium as follows before the execution of this agreement:

a) The Purchaser has paid the sum of Kenya Shillings Twenty Five Thousand (K.Shs. 25,000/=) on account of reservation deposit, receipt whereof the Vendor acknowledges at the execution of the Letter of Offer;

b) The sum of Kenya Shillings Four Million Five Hundred Thousand (K.Shs. 4,500,000/=) to be paid in installments as below;

i. The sum of Kenya Shillings One Million Seven and Eighty Five Thousand (K.Shs. 1,785,000/=) which shall be payable upon execution of the Letter of Offer and together with Reservation Deposit shall constitute "the **Deposit**" with respect to the Purchase Price;

ii. The sum of Kenya Shillings One Million Three Hundred and Fifty Seven Thousand and Five Hundred (K.Shs. 1,357,500/=) being the First Installment and which shall be payable on/before 14th May 2022;

iii. The sum of Kenya Shillings One Million Three Hundred and Fifty Seven Thousand and Five Hundred (K.Shs. 1,357,500/=) being the Second Installment and which shall be payable on/before 14th June 2022;

c) "The **Balance**" of the Purchase Price being Kenya Shillings Thirteen Million Five Hundred and Seventy Five Thousand (K.Shs.13,575,000/=) shall be paid from Cytonn High Yield Solutions (CHYS) accounts of Client Code 1023 and 1248, receipt of which the Vendor acknowledges;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such

disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for general damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due ninety (90) days from the date of reservation or upon handover of the unit, whichever is earlier. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without

limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the

Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2. **AND** if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and hanif.kassam@gmail.com/bhavna.kassam@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
Authorised Representative) .....
)
)
Authorised Representative) .....

CIP-684

I certify that I was present and saw _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED and **DELIVERED**)
by the Purchaser, the said) .....
HANIF KASSAM and **BHAVNA KASSAM**)
)
) .....
in the presence of:)
)
)

ADVOCATE

I certify that I was present and saw the Purchasers **HANIF KASSAM** and **BHAVNA KASSAM** duly sign this Agreement.

_____
Advocate

FIRST SCHEDULE
The Property

"Property" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

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Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

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Registration fees on the Lease and official search	KES 6500/=
Valuation fees	KES 15,000/=
TOTAL	**KES 237,260/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 724,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	KES 24,000 @ 8,000/= a month
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 24,000/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
CCTV Installation Fee by the Management Company	KES. 15,000/=

AGREEMENT FOR LEASE

DATED_____20_

CYTONN INTEGRATED PROJECT LLP

-to-

HANIF KASSAM AND BHAVNA KASSAM

Apartment No. J-801, The Alma, Ruaka

Title Number: Kiambaa/Ruaka/6667

DRAWN BY:-

TAIBJEE AND BHALLA ADVOCATES LLP
THE ADDRESS, 10TH FLOOR
MUTHANGARI DRIVE
OFF WAIYAKI WAY
P O Box 10161-00100
NAIROBI
www.tandbadvocates.com

THIS AGREEMENT is made on the day of 2022 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **HANIF KASSAM AND BHAVNA KASSAM** of Post Office Box Number 1015-00600 Nairobi Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include the Purchaser's personal representative and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "the Bank ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number J-801 on the 8th Floor in Block J of the buildings being constructed or to be constructed on the Property the boundaries of

which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing.

n) the "**Lease Premium**" means the sum of Kenya Shillings Eighteen Million Two

Hundred Thousand (K.Shs. 18,200,000/=) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Vendor's Advocates**" means Taibjee and Bhalla Advocates of The Address, 10th Floor, Muthangari Drive, off Waiyaki Way and P.O Box 10161-00100 Nairobi;

r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

s) words importing one gender shall be construed as importing the other gender and the neuter;

t) words importing the singular shall be construed as importing the plural and vice versa;

u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

v) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

2.1.1. use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2. pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

2.2.1. in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2. in accordance with the terms of all Approvals;

2.2.3. in accordance with the Building Documents;

2.2.4. to a standard reasonably expected on such works in the building industry in Kenya; and

2.2.5. otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially

diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease the Purchaser has paid to the Vendor the Lease Premium as follows before the execution of this agreement:

a) The Purchaser has paid the sum of Kenya Shillings Twenty Five Thousand (K.Shs. 25,000/=) on account of reservation deposit, receipt whereof the Vendor acknowledges at the execution of the Letter of Offer;

b) The sum of Kenya Shillings Four Million Five Hundred and Twenty Five Thousand (K.Shs. 4,525,000/=) to be paid in installments as below;

i. The sum of Kenya Shillings One Million Seven and Ninety Five Thousand (K.Shs. 1,795,000/=) which shall be payable upon execution of the Letter of Offer and together with Reservation Deposit shall constitute "the **Deposit**" with respect to the Purchase Price;

ii. The sum of Kenya Shillings One Million Three Hundred and Sixty Five Thousand (K.Shs. 1,365,000/=) being the First Installment and which shall be payable on/before 14th May 2022;

iii. The sum of Kenya Shillings One Million Three Hundred and Sixty Five Thousand (K.Shs. 1,365,000/=) being the Second Installment and which shall be payable on/before 14th June 2022;

c) "The **Balance**" of the Purchase Price being Kenya Shillings Thirteen Million Five Hundred and Seventy Five Thousand (K.Shs.13,575,000/=) shall be paid from Cytonn High Yield Solutions (CHYS) accounts of Client Code 1023 and 1248, receipt of which the Vendor acknowledges;

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	SBMKKENA

3.4. If the Purchaser fails to honour his obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonoured upon first presentation:

3.4.1 The Purchaser shall pay Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due;

3.4.2 The Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days pf the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 5 shall apply.

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate); and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment.

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such

disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for general damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. Time shall be of essence in this Agreement.

5.4. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the Deposit will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the Deposit.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with his obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due ninety (90) days from the date of reservation or upon handover of the unit, whichever is earlier. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without

limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the

Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2. **AND** if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and hanif.kassam@gmail.com/bhavna.kassam@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. Insurance

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the)
Vendor **CYTONN INTEGRATED PROJECT LLP**)
in the presence of:)
)
Authorised Representative) .....
)
) 
Authorised Representative) .....

C10-682

I certify that I was present and saw _____
and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

_____
Advocate

SIGNED and **DELIVERED**)
by the Purchaser, the said) .....
HANIF KASSAM and **BHAVNA KASSAM**)
)
) .....
in the presence of:)
)
)

ADVOCATE

I certify that I was present and saw the Purchasers **HANIF KASSAM** and **BHAVNA KASSAM** duly sign this Agreement.

_____
Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT
Legal Fees (1% of the Purchase Price)	KES 182,000/=
Disbursements	KES 5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	KES 29,920/=
Registration fees on the Lease and official search	KES 6500/=
Valuation fees	KES 15,000/=
TOTAL	**KES 238,420/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 728,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Service Charge: 1 Bedroom – 5,000/= 2 Bedroom – 6,500/= 3 Bedroom – 8,000/= Initial Provisional Service Charge (3 months)	KES 24,000 @ 8,000/= a month
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 24,000/=
Water Deposit	KES. 5,000/=
Electricity Deposit	KES. 5,000/=
CCTV Installation Fee by the Management Company	KES. 15,000/=

COPY

DATED 1st September 2016

Agreement for Sale

Between

Cytonn Integrated Project, LLP
(as the "**Vendor**")

and

Bakulchandra Kothari & Prafulla Kothari
(as the "**Purchasers**")

relating to the sale and purchase of

Apartment No. E403, Block E, The Alma, Ruaka

erected and being on ALL THAT Property being the amalgamation of Title Number KIAMBAA/RUAKA/5188, Title Number KIAMBAA/RUAKA/5202, Title Number KIAMBAA/RUAKA/5203, Title Number KIAMBAA/RUAKA/5907, Title Number KIAMBAA/RUAKA/5908, Title Number KIAMBAA/RUAKA/5917, Title Number KIAMBAA/RUAKA/6016, Title Number KIAMBAA/RUAKA/3972, Title Number KIAMBAA/RUAKA/3973, Title Number KIAMBAA/RUAKA/5918 and Title Number KIAMBAA/RUAKA/965.
(as the "**Apartment**")

DRAWN BY:

ORARO & COMPANY
ADVOCATES

ACK Annex 6th Floor
1st Ngong Avenue
P.O. Box 51236 - 00200
NAIROBI
Website: www.oraro.co.ke
Email: nelly@oraro.co.ke
(Ref: CYT1/2033)

THIS AGREEMENT is made on the 1ST day of September 2016 between.

1 **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns).

2 **BAKULCHANDRA KOTHARI AND PRAFULLA KOTHARI** both having a postal address of P O Box 14091 - 00100, Nairobi (hereinafter referred to as the "**Purchasers**" which expression shall where the context so admits include their respective personal representatives and assigns).

WHEREAS:

A. The Vendor is registered as proprietor of all those parcels of land situated in Kiambu County, Ruaka, which are more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "*The Alma*"

B. The Vendor is currently in the process of amalgamating the Property into one (1) parcel of land on which the Project shall be developed;

C. The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the apartments in the Project intends to convey to the Management Company the reversionary interest.

D The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchasers have agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this Agreement.

NOW IT IS AGREED as follows

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise provides:

1.1.1 "**Apartment**" means apartment number E403 on the 4th Floor in Block E of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with [2] parking bays;

1.1.2 "**Approvals**" means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

1.1.3 "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

1.1.4 "**Building Documents**" means the plans, drawings, specifications and other documents relating to the Works which are listed in the Second Schedule to this Agreement;

COLLECTOR OF STAMP DUTIES -2 SEP 16 WITHOUT PREJUDICE KENYA 00001 REVENUE PAID

1.1.5 **"Certificate of Practical Completion"** means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchasers being able to occupy the Apartment;

1.1.6 **"Completion Date"** shall be twenty one (21) days after the issuance of the Certificate of Practical Completion or the Certificate of Occupation by the County Government of Kiambu, whichever is later.

1.1.7 **"Defect"** means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with Clause 2, the existence of which is notified to the Vendor by the Purchasers before the expiry of the Defects Liability Period;

1.1.8 **"Defects Liability Period"** means a period of six (6) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

1.1.9 **"Delaying Factor"** means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

1.1.10 **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

1.1.11 **"Interest Rate"** means the base lending rate published by the Standard Chartered Bank of Kenya Limited from time to time or, if no base rate is published, at the rate published by the Central Bank of Kenya from time to time plus five per cent (5%);

1.1.12 **"Lease"** means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3.6 hereof);

1.1.13 **"Planning Permission"** means the detailed planning permission for the carrying out of the Works;

1.1.14 **"Practical Completion Date"** means the date falling twenty one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

1.1.15 **"Purchase Price"** means the sum of **Kenya Shillings Nine Million (Kshs 9,000,000/=)**;

1.1.16 **"Purchasers' Advocates"** means [ ];

1.1.17 **"Vendor's Advocates"** means Oraro & Company Advocates, ACK Garden Annex, 5th Floor, 1st Ngong Avenue, P. O. Box 51236 - 00200, Nairobi;

1.1.18 **"Works"** means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents;

1.1.19 words importing one gender shall be construed as importing the other gender and the neuter;

1.1.20 words importing the singular shall be construed as importing the plural and vice versa;

1.1.21 where any party comprises more than one person, the obligations and liabilities of that

party under this Agreement shall be joint and several obligations and liabilities of those persons;

1.1.22 the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1 The Vendor shall:

2.1.1 use all reasonable endeavours to obtain all Approvals which are from time to time necessary to carry out and complete the Works, and

2.1.2 pay all fees, costs and expenses of and incidental to the matters referred to in this clause

2.2 The Vendor shall diligently carry out and complete the Works.

2.2.1 in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2 in accordance with the terms of all Approvals;

2.2.3 in accordance with the Building Documents,

2.2.4 to a standard reasonably expected on such works in the building industry in Kenya, and

2.2.5 otherwise in accordance with this Agreement.

2.3 Any additional construction to be carried out by the Purchasers shall be cosmetic only and shall be carried out at the cost of the Purchasers including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1 Subject as provided in Clause 5, the Vendor shall grant the Lease for a term of ninety nine (99) years for the Purchase Price and the Purchasers shall accept the Lease and execute a counterpart of it and pay the Purchase Price as provided in Clause 3.2.

3.2 As consideration for the grant of the Lease the Purchasers shall pay to the Vendor the Purchase Price as follows:

3.2.1 The sum of Kenya Shillings Nine Hundred Thousand (Kshs 900,000/=) being ten percent (10%) of the Lease Premium and the agreed Deposit in respect of the Lease Premium to be paid before execution of this Agreement (receipt of which the Vendor acknowledges);

3.2.2 The balance of the Purchase Price in the sum of Kenya Shillings Eight Million, One Hundred Thousand (Kshs 8,100,000/=) shall be paid in instalments in the following manner:-

(a) The first instalment of Kenya Shillings One Million Eight Hundred Thousand (Kshs 1,800,000/=) shall be payable on or before 30th August, 2016;

(b) The second instalment of Kenya Shillings One Million Eight Hundred Thousand (Kshs 1,800,000/=) shall be payable on or before 31st January, 2017;

(c) The third instalment of Kenya Shillings One Million Eight Hundred Thousand (Kshs 1,800,000/=) shall be payable on or before 30th June, 2017;

(d) The fourth instalment of Kenya Shillings One Million Eight Hundred Thousand (Kshs

1 600,000/=) shall be payable on or before 31 December 2017;

(e) The final instalment of Kenya Shillings Nine Hundred Thousand (Kshs 900,000/=) shall be payable on or before 30th September, 2018 but subject to the issuance of the Certificate of Practical Completion by the Project Architect

3.2.3 All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No.	0220948004
Bank:	DIAMOND TRUST BANK
Branch:	LAVINGTON CURVE
Swift Code:	DTKEKENA

3.3 The Purchasers are aware and agrees that the Purchase Price or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment. In that regard the Vendor shall issue quarterly updates by way of newsletters on the progress of the project complete with pictorial representations and the Purchasers shall upon prior notification to the Vendor be entitled to visit the development site.

3.4 If the Purchasers fail to honour her obligations under this Clause 3 on the due date or if any cheque or bank draft taken for or towards the Purchase Price or part thereof is dishonoured upon first presentation:

3.4.1 the Purchasers shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor in cleared funds of the amount due.

3.4.2 the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty eight (28) days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchasers' obligations under this agreement and the provisions of Clause 6.5 shall apply.

3.5 The Lease and two counterparts shall be prepared by the Vendor's Advocates.

3.6 The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates

3.7 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

4.1 Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchasers having complied with the Purchasers' payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchasers' Advocates:

4.1.1 The instrument of Lease (in triplicate) ;

4.1.2 a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and

4.1.3 a copy of the Certificate of Practical Completion

4.2 On or before the Practical Completion Date the Purchasers' Advocates shall deliver to the Vendor's Advocates:

4.2.1 the Lease referred to in Clause 4.1 (in triplicate) duly executed by the Purchasers;
4.2.2 copies of PIN Certificate, passport size photos and National Identity Cards of the Purchasers;
4.2.3 a bankers cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and
4.2.4 payment of all amounts on account of the payments outlined in the Third Schedule

4.3 The Vendor's Advocates shall on behalf of the Purchasers attend to the stamping and registration of the Lease

4.4 The Purchasers are fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchasers' Advocates:

4.5.1 the original Certificate of Lease in respect of the Apartment.
4.5.2 one counterpart of the duly stamped and registered Lease;
4.5.3 the original receipts in relation to the stamp duty and registration fees paid for the Lease.

4.6 The Purchasers shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchasers with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

5. Failure of Completion

5.1 In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchasers, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchasers shall be entitled, without prejudice to any other rights and remedies available to him, to terminate this Agreement upon giving the Vendor a twenty one (21) days' notice.

5.2 If this agreement is terminated according to Clause 5.1, the Vendor shall forthwith refund to the Purchasers the Purchase Price or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty (60) days thereof

5.3 If after the Purchasers have received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchasers' Advocates the documents required to be delivered under Clause 4.1 the Purchasers fail to pay the balance of the Purchase Price due to the Vendor, the Vendor shall issue a notice in writing (**the Completion Notice**") to the Purchasers requiring them to comply with his obligations to pay the balance of the Purchase Price under this Agreement within twenty one (21) days of the date of service of the notice on the Purchasers

5.4 Time shall be of the essence in this Agreement.

5.5 If the Purchasers fail to comply with a notice served upon him under Clause 5.3, the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this Agreement by giving written notice of termination to the Purchasers and in that event ten per centum (10%) of the Purchase Price, being the

agreed liquidated damages for the Purchasers' breach of the contract comprised in this Agreement shall be deemed to have been forfeited by the Purchasers. The Vendor shall after the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Apartment including all commissions payable to estate agents on such subsequent re-sale) refund to the Purchasers other payments (if any) paid by the Purchasers to the Vendor (less a further amount being the Vendor's Advocates' fees which shall be payable by the Purchasers for such failed transaction) without interest thereon and this Agreement shall then absolutely determine.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at his own expense remedy or cause to be remedied to the satisfaction of the Purchasers all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchasers, their agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchasers having complied with its obligations under Clauses 3.2 and 4.2 as at the Completion Date, vacant possession of the Apartment shall be given to the Purchasers by the Vendor on the Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1 all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any) and

8.2 the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (1999 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

11. **Assignment**

The formal Lease of the Apartment shall be made in favour of the Purchasers and/or the Purchasers nominee(s) provided always that:

(a) the Purchasers shall only be entitled to assign its rights, interests and obligations accruing under this Agreement upon the Purchasers' payment of fifty percent (50%) of the Purchase Price. In the event that the Purchasers, having paid fifty percent (50%) of the Purchase Price, opts to exercise his rights aforesaid, the same shall be subject to the prior written consent of the Vendor.

(b) such nomination shall not absolve the Purchasers from the Purchasers' liabilities under this Agreement, the provisions of which shall be binding on the Purchasers regardless of such power to nominate and/or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchasers shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination

12. Legal Costs

The Purchasers shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this Agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

13. Apportioned Costs

Upon completion the Purchasers shall in addition to the Purchase Price pay such costs and charges as are incidental to the Purchase Price being inclusive of the purchase of one (1) share in the Management Company the Purchasers apportioned share in the cost of the purchase of the reversionary interest in the Mother Title, the cost of transfer and the stamp duty payable thereof, the cost of incorporation of the Manager and a three (3) month Service Charge together with the equivalent thereto being a deposit on account of the Service Charge as described in the Third Schedule hereto.

14. Currency

The Purchasers may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchasers' obligation to pay the Purchase Price under this Agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Vendor shall be deemed to have failed to pay that part of the Purchase Price.

15. Confidentiality

The terms of this Agreement shall remain confidential unless both parties agree to non-confidentiality in writing.

16. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchasers.

17. Waiver

17.1 Failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies

17.2 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

17.3 The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law

18. Severability

18.1 If any provision of this agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect

18.2 Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

19. Entire Agreement

19.1 This Agreement constitutes the entire Agreement between the Parties about its subject matter and any previous agreements, undertakings, representations, warranties and negotiations ("prior representations") on that subject cease to have any effect.

19.2 Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

20. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party

21. Notices

Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission

IN WITNESS WHEREOF the Vendor and Purchasers have duly executed this Agreement

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw the _____ and _____ being the Authorised Representatives of the Vendor duly sign and seal this Agreement

Advocate

SIGNED, **SEALED** and **DELIVERED**
by the Purchasers the said **BAKULCHANDRA KOTHARI**
in the presence of:

MBARAK AWADH AHMED
ADVOCATE
mbarakawadh@gmail.com
mbarakawadh@hotmail.com

And the said **PRAFULLA KOTHARI**
In the presence of:

MBARAK AWADH AHMED
ADVOCATE
mbarakawadh@gmail.com
mbarakawadh@hotmail.com

ADVOCATE/NOTARY PUBLIC

I certify that I was present and saw the Purchasers _____ duly sign this Agreement.

MBARAK AWADH AHMED
ADVOCATE
mbarakawadh@gmail.com
mbarakawadh@hotmail.com

Advocate/Notary Public

FIRST SCHEDULE
The Property

ALL THOSE eleven (11) parcels of land known as:

1. Title Number Kiambaa/Ruaka/5188
2. Title Number Kiambaa/Ruaka/5202;
3. Title Number Kiambaa/Ruaka/5203;
4. Title Number Kiambaa/Ruaka/5907;
5. Title Number Kiambaa/Ruaka/5908;
6. Title Number Kiambaa/Ruaka/5917;
7. Title Number Kiambaa/Ruaka/6016;
8. Title Number Kiambaa/Ruaka/3972;
9. Title Number Kiambaa/Ruaka/3973;
10. Title Number Kiambaa/Ruaka/5918;
11. Title Number Kiambaa/Ruaka/965

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchasers and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchasers during the Vendor's Advocates' normal working hours upon prior appointment

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchasers shall be broken down as hereunder

ITEM	AMOUNT (KSHS)
Legal Fees	90,000/-
Disbursements	5,000/-
V.A.T (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount;	15,200/-
TOTAL	110,200/-

The associated costs payable by the Purchasers shall be as follows:

ITEM	AMOUNT (KSHS)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	360,000/-
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/-
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/-
Initial Provisional Service Charge	12,000/= @ 4,000 a month
Service Charge deposit equivalent to Three months provisional service charge	12,000/=
Registration Fees on the Lease and Official Search	5,000/-
Installation of Water Meter	5,000/-
Installation of Electricity Meter	5,000/-

DRAWN BY:

ORARO & COMPANY
ADVOCATES

ACK Annex 6th Floor
1st Ngong Avenue
P.O Box 51236 - 00200
NAIROBI
Website: www.oraro.co.ke
Email: nelly@oraro.co.ke
(ReICPT 2003)

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State House Avenue,
Nairobi, Kenya
P.O. Box 20695 - 00200
+254 (0)20 4400420
info@cytonn.com
www.cytonn.com

11th December, 2019

Mrs. Millicent Kolehmainen
Hse 105 Pihlajanmaki Liusketie 16 R, Helsinki
Dear Mrs. Kolehmainen,

SUBJECT TO CONTRACT

RE: LETTER OF OFFER FOR THE SALE OF A 1 BEDROOM APARTMENT (H-208) IN THE PROPOSED RESIDENTIAL DEVELOPMENT TO BE KNOWN AS 'THE ALMA', RUAKA

On behalf of our client, Cytonn Integrated Project, LLP, we have the pleasure of offering you the above-captioned Unit for purchase, subject to contract by way of a formal sale agreement to be prepared by the Vendor's Advocates (hereinafter prescribed) and based on the following terms and conditions:

Vendor :	Cytonn Integrated Project, LLP 3rd Floor, Liaison House State House Avenue, Nairobi, Kenya P.O. Box 20695-00200 Nairobi Contact: Cytonn Real Estate E-mail: sales@Cytonn.com Tel: +254 (0)20 4400420/ (0)714 830744
Purchaser :	Mrs. Millicent Ndungu Kolehmainen Hse 105 Pihlajanmaki Liusketie 16 R, Helsinki Tel: mnkolehmainen@yahoo.com
Vendor's Advocates :	Njonjo,Okello and Associates Bruce House 11th Floor, Standard Street P.O Box 18950-00100, Nairobi. Contact: Mr. Francis Njonjo / Dr. Okoth Okello (Partners) Email : Njonjo@worldjurists.com / info@worldjurists.com Tel : +254 20 342 806 Mobile : +254 722 843346 / +254 724569043

Proposed Development :	The Vendor is in the process of developing all that parcel of land known as Title No. Kiambaa Ruaka/6260 together with such other contiguous parcels of land that the Vendor may acquire including Title No. Kiambaa/Ruaka/3557 and Title No.Kiambaa/Ruaka/5230 with the intention to amalgamate the said parcels to constitute one main parcel (hereinafter 'the Mother Parcel') for the purposes of a mixed use development to be known as 'The Alma' consisting of 1,2 and 3 Bedroom apartments together with the common facilities incidental thereto.
Property :	A 1 Bedroom Apartment (H-208) to be situate in that residential Development to be known as 'The Alma'.
Phased Development :	The Purchaser acknowledges that 'The Alma' may be developed in phases and that on or before the Property's Completion Date, the Alma as a whole may be incomplete and that inconvenience, nuisance and disturbance may be suffered as a result of the building activities that may be in progress. The Purchaser therefore agrees that the Purchaser shall have no claim against the Vendor or any of its employees, contractors or consultants in respect of such inconvenience, nuisance or disturbance.
Purchase Price :	The Property is offered for sale by way of Lease for the term of ninety-nine (99) years at the one off premium (the Purchase Price) of Kenya Shillings Six Million, Six Hundred Thousand (KShs. 6,600,000.00 /=)

Terms of Payment :

The Purchaser shall pay the Purchase Price as follows:

1. The Purchaser has paid the sum of Kenya Shillings Twenty-five Thousand (KShs. 25,000.00/=) on account of the reservation deposit, receipt whereof the Vendor acknowledges by causing the execution of this Letter of Offer
2. The sum of Kenya Shillings Negative Twenty-five Thousand (KShs. -25,000.00/=) shall be paid upon the Purchaser's execution of this Letter of Offer and together with the Reservation Deposit shall constitute the agreed Deposit in respect of the Purchase Price and therefore the agreed Deposit shall be paid in six installments in the following manner;
3. The balance of the Purchase Price in the sum of Kenya Shillings Six Million, Five Hundred And Seventy-five Thousand (6,575,000/=) shall be paid in installments in the following manner that is to say:
    a. The First Installment of Six Hundred And Sixty Thousand Point Six Seven KShs. 660,000.67 shall be payable on or before Completion Date .
    b. The Final Installment of Five Million, Nine Hundred And Fourty Thousand KShs. 5,940,000.00 shall be payable on or before Completion Date .

    The said installments shall be payable by the fifth day following the due date thereof (due date shall be the dates indicated at Clause 3 hereof) failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full both days inclusive.
4. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the Vendor's Bank account, whose details are as follows:

    Account Name : Cytonn Integrated Project LLP
    Account No : 0212307282001
    Bank : SBM BANK
    Branch : RIVERSIDE DRIVE
    Swift Code : FCBLKENA

Forfeiture :

In the event that the Purchaser defaults in the performance of the Purchaser's obligations herein after signing this Offer and payment of the Deposit, constituting this Letter of Offer a contract inter-parties, with no fault on the part of the Vendor, the Purchaser will forfeit an amount equivalent to ten percent (10%) of the Purchase Price to the Vendor and the Vendor shall refund any money that is over and above the forfeited amount upon re-sale of the unit, and receipt of the full purchase price from the New Purchaser.

No Assignment :

The Purchaser shall not be entitled to assign or otherwise novate this Offer except upon receipt of the Vendor's written consent which shall be subject to the Purchaser having paid at least 50% of the Purchase Price and such other matters as the Vendor may consider reasonable.

The Vendor shall not be responsible for any tax implications occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

Governance :

Each residential unit owner shall be entitled to one vote at the meetings of the Management Company. The votes allocated in respect of the non-residential parts will be proportional to the relative internal floor areas of the residential and non-residential parts of the building, excluding the common parts. This is calculated by taking the total votes allocated to the residential parts and multiplying that number by the formula A/B, where A is the total floor area of the non-residential parts, and B is the total area of the residential parts (the areas are to be calculated in square meters – fractions of less than half a square meter are ignored).

Management :

The Purchaser acknowledges that The Alma is being developed as a homogeneous mixed use development where certain amenities will be used in common with other unit purchasers. The Purchaser acknowledges that an Association will therefore be formed for the proper and convenient management of The Alma. The Purchaser further acknowledges that in consideration of the fact the Purchaser is purchasing the Apartment not only for its physical amenities but also as (i) a real estate investment and (ii) for the lifestyle that the Estate shall offer the powers and functions of the Association may be delegated to the Vendor or its nominee in its capacity as the first manager in terms of the first management agreement which shall be attached to the Association's Constitution for an initial term of twenty(20) years automatically renewable for two(2) further terms of fifteen(15) years each.

Apportioned Costs :

Upon Completion, the Purchaser shall in addition to the Purchase Price, pay such costs and charges as are incidental to the Purchase Price being inclusive of the cost of purchase of one (1) share in the Management Company, the Purchaser's apportioned share in the cost of the purchase of the Reversionary Interest in the Mother Title, the cost of transfer and the stamp duty payable thereof, the cost of incorporation of the Manager and a three (3) months Service Charge together with the equivalent thereto being Deposit on account of the Service Charge, as shall be particularly provided for in the Agreement for Sale to be executed by the Purchaser and Vendor, as hereinafter provided.

Sale Agreement :

The parties will enter into a formal Agreement for Sale and Lease which will incorporate the Law Society of Kenya Conditions of Sale (1989 Edition) in so far as the same are applicable and not inconsistent with this offer. The said Agreement and Lease shall be prepared by the Vendor's Advocates in standard form in respect of all Units in the Development. Once the Agreement for Sale is executed, it shall supersede this Letter of Offer. Until then, the terms of this Offer are binding upon execution by both parties and the Vendor's receipt of the Agreed Deposit.

The Agreement for Sale shall be executed by the Purchaser within fourteen (14) days of the Purchaser receiving the Agreement for Sale, from the Vendor's Advocates

Legal Costs :

The Purchaser shall be responsible to the Vendor's Advocates for the legal fees on account of preparing the instrument of Lease herein together with the disbursements incidental to the registration of the instrument of Lease in the Purchaser's favor, being inclusive but not limited to the stamp duty payable on the instrument of Lease and the registration fees payable at the Lands office for the purposes of the Lease. The breakdown in respect of the Legal Costs is as contained in the Appendix hereto.

Completion Date :

The Completion Date shall be twenty-one (21) days from the date of issue of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu.

Completion shall take place at the offices of the Vendor's Advocates.

Service Charge Payment: The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due for payment on or before Completion date. Any late payments shall attract interest at 4% above the base rate from time to time of the Central Bank of Kenya, or, if that base rate is no longer published, a comparable rate reasonably determined by the Vendor.

Possession : The Purchaser shall be entitled to vacant possession of the Property on the Completion Date but subject to full payment of the Purchase Price and all other costs and charges herein.

Confidentiality : The terms of this transaction will remain confidential unless both parties agree to non-confidentiality in writing.

Validity : This Letter of Offer will be valid for thirty (30) working days from the date hereof, after which the Offer will be deemed to have lapsed and automatically become null and void (except where 30 days are yet to lapse from the Purchaser's payment of the Reservation Deposit) and the Vendor shall be at liberty to offer the Unit to a third party.

Confirmation : Kindly signify your acceptance by signing and returning one (1) copy of this Letter of Offer, together with a deposit slip confirming payment of the Deposit, within the stipulated timelines.

The Purchaser hereby accepts and acknowledges that this Letter of Offer shall immediately upon execution by both parties and the Purchaser's payment of the Deposit constitute a binding Contract between the parties pending the execution of the Agreement for Sale by both parties, upon which the Agreement for Sale shall supersede the Letter of Offer.

Yours faithfully,

For: Cytonn Real Estate LLP



Lawrence T Njuguna
Project Finance Analyst

Acceptance by the Purchaser

I/We, the undersigned, hereby confirm acceptance of the above terms and conditions.

Purchaser

Date :
Signature :
Witness Date :

Name of Witness :

Signature :

c.c. : Njonjo, Okello and Associates
c.c. : Faith Mukiri (fmukiri@cytonn.com)

SALE AGREEMENT EXTRACT

SECOND SCHEDULE

Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)	PAYABLE TO
Legal Fees 1% of purchase price	Purchase price (X)	
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	16% of X	
Disbursements	5,000/-	
TOTAL	**Sum of above**	**Vendor's advocate**

The associated costs payable by the Purchaser shall be as follows:

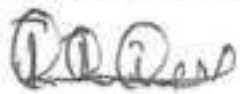
ITEM	AMOUNT (KSHS)	PAYABLE TO
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	4% of X	Vendor's advocates
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/-	Vendor
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/-	Vendor
Service Charge: 1 Bedroom - 3,000/= 2 Bedroom - 3,500/= 3 Bedroom - 4,000/= Initial Provisional Service Charge deposit (3 months)	i.e. 1 Bedroom 9,000 @ 3,000* a month	Vendor
Service Charge deposit equivalent to Three (3) months provisional service charge	i.e. 1 Bedroom 9,000/=	Vendor
Registration Fees on the Lease and Official Search	5,000/-	Vendor's Advocates
Installation of Water Meter	5,000/-	Vendor
Installation of Electricity Meter	5,000/-	Vendor

Service Charge Payment:	The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due for payment on or before Completion date. Any late payments shall attract interest at 4% above the base rate from time to time of the Central Bank of Kenya, or, if that base rate is no longer published, a comparable rate reasonably determined by the Vendor.
Possession :	The Purchaser shall be entitled to vacant possession of the Property on the Completion Date but subject to full payment of the Purchase Price and all other costs and charges herein.
Confidentiality :	The terms of this transaction will remain confidential unless both parties agree to non confidentiality in writing.
Validity :	This Letter of Offer will be valid for thirty (30) working days from the date hereof, after which the Offer will be deemed to have lapsed and automatically become null and void (except where 30 days are yet to lapse from the Purchaser's payment of the Reservation Deposit) and the Vendor shall be at liberty to offer the Unit to a third party.
Confirmation :	Kindly signify your acceptance by signing and returning one (1) copy of this Letter of Offer, together with a deposit slip confirming payment of the Deposit, within the stipulated timelines.

The Purchaser hereby accepts and acknowledges that this Letter of Offer shall immediately upon execution by both parties and the Purchaser's payment of the Deposit constitute a binding Contract between the parties pending the execution of the Agreement for Sale by both parties, upon which the Agreement for Sale shall supersede the Letter of Offer.

Yours faithfully,

For: Cytonn Real Estate LLP



Lawrence T Njuguna
Project Finance Analyst

Acceptance by the Purchaser

I/We, the undersigned, hereby confirm acceptance of the above terms and conditions.

Purchaser	: MILLICENT KALEHMAINEN.
Date	: 16.12.2019
Signature	:
Witness Date	: 16-12-2019
Name of Witness	: Nicole Flontina Wangari
Signature	:
c.c.	: Njonjo, Okello and Associates
c.c.	: Faith Mukiri (fmukiri@cytonn.com)

DATED 09th AUGUST 2021

CYTONN INTEGRATED PROJECT LLP

-to-

RONNY WAIRIMU THUO

AGREEMENT FOR LEASE

Apartment No. 508, Block J
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/128/1/1/25/66

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#5 7 9/8

THIS AGREEMENT is made on the 09TH day of AUGUST 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **RONNY WAIRIMU THUO** of Post Office Box Number 15216-00100 Nairobi, Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include her personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number 508 on the 5TH Floor in Block J of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

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KENYA 00100

MUTHONI GATHUKA MBUYA & COMPANY ADVOCATES

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Fourteen Million Six Hundred and Fifty Three Thousand (KES 14,653,000) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

MUTHONI GATHUAA MBINYA
& COMPANY ADVOCATES
P.O. Box [illegible] - 00100,
[illegible]

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means; **Muthoni Gaithuma Mbinya & Company Advocates, Bush Gate Towers, Ruiru Town, along Ruiru-Kiambu Road, 2nd Floor, Room 3, Post Office Box Number 7534 00100 Nairobi;**

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi;**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement.

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

MUTHONI GAITHUMA MBINYA
& COMPANY ADVOCATES
P. O. BOX [illegible] 00100
NAIROBI

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000) on account of the reservation deposit (receipt whereof the Vendor acknowledges by causing the execution of Letter of Offer);

3.2.2. The balance of the Purchase Price in the sum of Kenya Shillings Fourteen Million Six Hundred and Twenty Eight Thousand (KES 14,628,000) shall be paid in the following manner:

3.2.2.1. Kenya Shillings Eight Million Six Hundred and Ninety Thousand Five Hundred and Sixty and Eight Cents (KES 8,690,560.08) shall be payable on account of the first installment on or before October 31,2020 (receipt ,from Cytonn High Yield Solutions, whereof the Vendor acknowledges);

3.2.2.2. Kenya Shillings One Million Two Hundred and Sixty Eight Thousand Four Hundred and Six and Twenty Two Cents (KES 1,268, 406.22) shall be payable on account of the second installment on or before November 01,2020 (receipt, from Cytonn High Yield Solutions, whereof the Vendor acknowledges);

3.2.2.3. Kenya Shillings One Million Five Hundred and Fifty Six Thousand Three Hundred and Forty Four and Twenty Seven Cents (KES 1,556,344.27) shall be payable on account of the third installment on or before December 16,2020 (receipt, as cash payments, whereof the Vendor acknowledges);

3.2.2.4. Kenya Shillings One Million Five Hundred and Fifty Six Thousand Three Hundred and Forty Four and Twenty Seven Cents (KES 1,556,344.27) shall be payable on account of the fourth installment on or before January 16,2021 (receipt, as cash payments, whereof the Vendor acknowledges); and

3.2.2.5. Kenya Shillings One Million Five Hundred and Fifty Six Thousand Three Hundred and forty Five and Sixteen Cents (KES 1,556,345.16) shall be payable on account of the final installment on or before February 16,2021 (receipt whereof the Vendor acknowledges, having received Kenya Shillings One Million Four Hundred and Thirty One Thousand Two Hundred and Twenty Four and Sixty Six Cents (Kshs. 1,431,224.66) as cash payment and Kenya Shillings One Hundred and Twenty Five Thousand One Hundred and Twenty and Ninety Two Cents (Kshs. 125,120.92) from Cytonn High Yield Solutions).

3.3. The said installments shall be payable by the fifth day following the due date thereof (due dates shall be the dates indicated at Clause 3.2 hereof) failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full both days inclusive.

3.4. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP

Account No: 0212307282001

Bank: SBM BANK

Branch: RIVERSIDE DRIVE

Swift Code: FCBLKEN

3.5. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the monies paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the refunded monies.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. **Waiver**

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. **Entire Agreement**

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. **Arbitration**

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. **Notices**

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and jkarugia22@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL OCHIENG OMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

RAYNOLD NGONDO MWANGUKU
ADVOCATE
P105/15914/2019
P.O. Box 27547 - 00100, NAIROBI

Advocate

SIGNED and **DELIVERED**)
by the Purchaser the said)
RONNY WAIRIMU THUO)
)

RONNY WAIRIMU THUO

)
)
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)
)
)

I certify that I was present and saw the Purchaser **RONNY WAIRIMU THUO** duly sign this Agreement.

MUTHONI GITHUA-MAINYA
& COMPANY ADVOCATES
P. O. BOX 00100
NAIROBI

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	146,530/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	24,207/=
TOTAL	187,237/=

MUTHONI GAITHUNA MBINYA
& COMPANY ADVOCATES

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 586,120/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter	KES 24,000 (@8,000/= per month)
Service Charge deposit equivalent to three (3) months provisional service charge	KES 24,000/=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=

DATED 09th AUGUST 2021

CYTONN INTEGRATED PROJECT LLP

-to-

EDWIN KARUGIA THUO

AGREEMENT FOR LEASE

Apartment No. 408, Block J
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/129/1/1/25/66

10h 140

THIS AGREEMENT is made on the 09TH day of AUGUST 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **EDWIN KARUGIA THUO** of Post Office Box Number 15216-00100 Nairobi, Kenya (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include his personal representatives and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means apartment number 408 on the 4TH Floor in Block J of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Fourteen Million Six Hundred and Fifty Three Thousand (KES 14,653,000) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means; **Muthoni Gaithuma Mbinya & Company Advocates, Bush Gate Towers, Ruiru Town, along Ruiru-Kiambu Road, 2nd Floor, Room 3, Post Office Box Number 7534 00100 Nairobi;**

MUTHONI GAITHUMA MBINYA & COMPANY ADVOCATES P. O. BOX 7534-00100

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi**;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium (the receipt of which the Vendor acknowledges):

3.3. The Purchaser is aware and agree that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

MUTHONI GACHUKIA MSINYA
& COMPANY ADVOCATES
P. O. Box [illegible] - 00100,
[illegible]

3.4. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.5. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

MITHON GATHUA MTINYA
& COMPANY ADVOCATES
P. O. BOX [illegible] 00100

4.6. The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the monies paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the monies refunded.

MITHONI GATHUKU MWITA
& COMPANY ADVOCATES
P.O. BOX 30100
NAIROBI

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

MUTHONI GACHUKIA MWINYA
& COMPANY ADVOCATES
P. O. Box 00100,
NAIROBI

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.3, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. **Entire Agreement**

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. **Arbitration**

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. **Notices**

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@cytonn.com (for the Vendor) and thuoedu@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. **INSURANCE**

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw GRACE WAMBUI WEKU and MICHAEL ACHIENG AMONDI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

RAYNOLD NGONDO MWANGUKU
ADVOCATE
P105/15914/2019
P.O. Box 21547 - 00100, NAIROBI

Advocate

SIGNED and **DELIVERED**
by the Purchaser the said
EDWIN KARUGIA THUO

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EDWIN KARUGIA THUO

I certify that I was present and saw the Purchaser **EDWIN KARUGIA THUO** duly sign this Agreement.

Advocate

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	146,530/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	24,207/=
TOTAL	**187,237/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 586,120/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter	KES 24,000 (@8,000/= per month)
Service Charge deposit equivalent to three (3) months provisional service charge	KES 24,000 /=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=
Full Back-up Generator Contribution	KES 50,000/=

DATED _____ **20**

AGREEMENT FOR SALE

Between

CYTONN INTEGRATED PROJECT, LLP
(as the "**Vendor**")

and

EDWIN HAROLD DAYAN DANDE
(as the "**Purchaser**")

relating to the sale and purchase of

APARTMENT NO. D-908, BLOCK D, THE ALMA, RUAKA
(as the "**Apartment**")

erected and being on ALL THAT Property known as

TITLE NUMBER KIAMBAA/RUAKA/6667

DRAWN BY:

ORARO & COMPANY
ADVOCATES

ACK Garden Annex 6th Floor
1st Ngong Avenue
P.O. Box 51236 – 00200
NAIROBI
Website: www.oraro.co.ke
Email: nelly@oraro.co.ke

THIS AGREEMENT is made on the day of 2020 between,

1. **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

2. **EDWIN HAROLD DAYAN DANDE of P.O. Box Number 100158 – 00100,** Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include the Purchaser's personal representatives and assigns).

WHEREAS:

A. The Vendor is registered as proprietor of all that parcel of land situated in Kiambu County, Ruaka, known as **Title Number Kiambaa/Ruaka/6667** (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "**The Alma**"

B. SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Alma, which has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the purchaser's financier (for financed buyers).

C. The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the apartments in the Project intends to convey to the Management Company the reversionary interest.

D. The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this Agreement.

E. The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise provides:

1.1.1 "**Apartment**" means the two-bedroom apartment number D-908 in Block D of the buildings being constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red.;

1.1.2 **"Approvals"** means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and **"Approval"** shall be construed accordingly;

1.1.3 **"Architect"** means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

1.1.4 **"Building Documents"** means the plans, drawings, specifications and other documents relating to the Works which are listed in the First Schedule to this Agreement;

1.1.5 **"Certificate of Practical Completion"** means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

1.1.6 **"Defect"** means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2, the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

1.1.7 **"Defects Liability Period"** means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

1.1.8 **"Delaying Factor"** means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

1.1.9 **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

1.1.10 **"Interest Rate"** means the rate Eighteen percent (18%) per annum;

1.1.11 **"Lease"** means a lease of the Apartment, as shall be prepared by the Vendor's Advocates and approved by the Purchaser (subject to the provisions of clause 3.6 hereof);

1.1.12 **"Planning Permission"** means the detailed planning permission for the carrying out of the Works;

1.1.13 "**Practical Completion Date**" shall be twenty-one (21) days after the issuance of the Architect's Certificate of Practical Completion or issuance of the Certificate of Occupation by the County Government of Kiambu whichever is later;

1.1.14 "**Purchase Price**" means the sum of **Kenya Shillings Seven Million Seven Hundred and Sixty One Thousand Five Hundred and Sixty Two (Kshs.7,761,562/=)**;

1.1.15 "**Vendor's Advocates**" means Oraro & Company Advocates, ACK Garden Annex, 6th Floor, 1st Ngong Avenue, P. O. Box 51236 - 00200, Nairobi;

1.1.16 "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this Agreement and which are described in the Building Documents which works may be carried out in phases;

1.1.17 words importing one gender shall be construed as importing the other gender and the neuter;

1.1.18 words importing the singular shall be construed as importing the plural and vice versa;

1.1.19 where any party comprises more than one person, the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons; and

1.1.20 the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1 The Vendor shall:

2.1.1 use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

2.1.2 pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2 The Vendor shall diligently carry out and complete the Works:

2.2.1 in a good and workmanlike manner and with sound materials of their respective kinds;

2.2.2 in accordance with the terms of all Approvals;

2.2.3 in accordance with the Building Documents;

2.2.4 to a standard reasonably expected on such works in the building industry in Kenya;

2.2.5 in accordance with and in full compliance with the applicable laws and

regulations; and

2.2.6 otherwise in accordance with this Agreement.

2.3 The Purchaser acknowledges that the Project may be developed in phases and that on or before the Property's Completion Date, the Project as a whole may be incomplete and that inconvenience, nuisance and disturbance may be suffered as a result of the building activities that may be in progress. The Purchaser therefore agrees that the Purchaser shall have no claim against the Vendor or any of its employees, contractors or consultants in respect of such inconvenience, nuisance or disturbance.

2.4 Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1 Subject as provided in clause 6, the Vendor shall grant the Lease for a term of ninety-nine (99) years from the date as contained in the Title of the Property for the Purchase Price and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Purchase Price as provided in clause 3.2.

3.2 As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Purchase Price in installments as follows:-

3.2.1 The Purchaser has paid the sum of **Kenya Shillings Seven Hundred and Seventy Six Thousand One Hundred and Fifty Seven (Kshs.776,157/-)** being the agreed Deposit upon execution of this Letter of Offer receipt whereof the Vendor has acknowledged by causing execution of the Letter of Offer.

3.2.2 The Purchaser shall within twenty one (21) days of receipt of the Certificate of Practical Completion from the Vendor's Advocates procure an appropriate letter of professional undertaking from the Purchaser's Financier in a form acceptable to the Vendor's Advocates to pay the balance of the Purchase Price in the sum of **Kenya Shillings Six Million Nine Hundred and Eighty Five Thousand Four Hundred and Five (Kshs.6,985,405/-)** within fourteen (14) days of the registration of the Lease over the Property in the Purchaser's favour and Charge in favour of the Purchaser's Financier.

3.2.3 All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	Cytonn Integrated Project LLP
Account No:	0212307282001
Bank:	SBM BANK
Branch:	RIVERSIDE DRIVE
Swift Code:	FCBLKENA

3.3 The Purchaser is aware and agrees that the Purchase Price or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment.

3.4 If the Purchaser fails to honour the Purchaser's obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Purchase Price or part thereof is dishonoured upon first presentation:

3.4.1 the Purchaser shall pay interest at the Interest Rate on the amount due from the date on which it became due to the date of receipt by the Vendor (both days inclusive) in cleared funds of the amount due;

3.4.2 the Vendor may (but without prejudice to any other available right or remedy) if payment in cleared funds shall not have been effected within twenty-eight (28) days of the due date for payment elect to treat such nonpayment as a fundamental breach of the Purchaser's obligations under this agreement and the provisions of clause 6.5 shall apply.

3.5 The Lease and two counterparts shall be prepared by the Vendor's Advocates.

3.6 The Lease shall be completed on or before the Practical Completion Date at the offices of the Vendor's Advocates.

3.7 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Management Company

4.1 The Purchaser acknowledges that he is purchasing the Apartment not only for its physical amenities but also as (i) a real estate investment and (ii) for the lifestyle that the Estate shall offer. The Purchaser therefore agrees that the Vendor shall nominate a reputable and experienced Managing Agent at a reasonable cost to manage the Project on behalf of all the estate owners and the Management Company. The Management Company shall therefore delegate the operation, maintenance and management of the Estate together with all other services incidental to the property management function to the said nominee who shall enter into an arm's length agreement with the Management Company for the provision of the said services based for an initial term of twenty (20) years automatically renewable for two (2) further

terms of fifteen (15) years each.

4.2 The Managing Agent shall manage the Estate in accordance with the rules and regulations ratified from time to time by the Board of the Directors and the Articles of Association of the Management Company **AND** the Purchaser hereby undertakes and covenants that in the event the Purchaser shall hereafter sell the Apartment such sale shall always be subject to the Purchaser also transferring the Purchaser's one (1) ordinary share in the Management Company to the new purchaser or other transferee of the Unit.

4.3 Formation

(i) The Vendor shall form a limited liability company for the management and regulation of the Estate (including the Apartment) erected and being on the Property and the Purchaser shall be entitled to the allotment of one (1) ordinary share in the Management Company to be issued by the Management Company within Thirty (30) days of all the sub-leases in the Estate having been registered **AND** upon payment of the par value of the said share **AND FURTHER** provided that the Purchase Price and Interest (if any), Stamp Duty, Service Charge, Legal Costs/Fees and all other payments and costs as anticipated in the Second Schedule of this Agreement have been paid in full by the Purchaser in accordance with the terms of this Agreement without any set-off or deduction whatsoever.

(ii) The Purchaser shall also pay directly to the Vendor's Advocates at the time of signing this Agreement the Purchaser's reasonable share of costs fees and expenses of and incidental to the incorporation of the Management Company and issuance of the shares to the owners of the units in the Estate. This condition shall apply to each of the respective owners/buyers of the apartments in the Estate.

4.4 Service Charge

(i) The monthly Service Charge in respect of the Apartment shall become due and payable by the Purchaser from the month in which the Certificate of Occupation is issued (irrespective of whether the Purchaser has paid the balance of the Purchase Price and/or taken possession of the Apartment) provided that the Vendor undertakes to physically handover the Apartment to the Purchaser on the Practical Completion Date subject to the Purchaser's or is nominees availability as well as fulfillment of the Purchaser's obligations under clause 3.2 and 5.2 and the Purchaser shall make an advance payment as stated in the Second Schedule hereto in full towards the Service Charge at the time of making payment of the deposit of the Purchase Price. The Vendor shall account for the said payment to the Management Company.

(ii) The Purchaser also hereby expressly agrees to maintain throughout the Term of the Sub-Lease with the Management Company an additional Service Charge Security Deposit of such amount that may be prescribed by the Management Company from time to time such initial amount as stated in the Second Schedule hereto which shall be paid to the Vendor's Advocates upon the execution of this Agreement. The Vendor shall account for the said payment to the Management Company.

4.5 Reversionary Interest

The Management Company shall through the Purchaser and the buyers of the other apartments in the Estate purchase the Reversionary Interest from the Vendor at the price set out in the Second Schedule hereto **AND** the parties agree that the Vendor will, subject to the payments required from the Purchaser and the buyers/owners of the other apartments in the Estate as provided herein being paid in full, begin the process of the transfer of the reversion expectant upon and to the Property to the Management Company within One Hundred and Twenty (120) days of the last of the sub-leases to the other apartments/units being registered to the respective present and future purchasers thereof and the last of the shares in the Management Company being transferred accordingly. The Purchaser and the owners/buyers of the other apartments in the Estate shall additionally bear the legal costs and fees in respect thereof proportionately.

5. Practical Completion

5.1 Forthwith upon receipt of the Certificate of Occupation and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in clause 3.2 the Vendor's Advocates shall deliver to the Purchaser:

5.1.1 The instrument of Lease (in triplicate);
5.1.2 a copy of the Certificate of Practical Completion issued by the County Government of Kiambu; and
5.1.3 a copy of the Certificate of Occupation.

5.2 On or before the Practical Completion Date the Purchaser shall deliver to the Vendor's Advocates:

5.2.1 the Lease referred to in clause 5.1 (in triplicate) duly executed by the Purchaser;
5.2.2 copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;
5.2.3 a banker's cheque payable to "The Commissioner of Domestic Taxes" for and on account of the stamp duty payable on the Lease; and
5.2.4 payment of all amounts on account of the payments outlined in the Second Schedule.

5.3 The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

5.4 The Purchaser is fully aware that the Lease will not be registered until all payments in the Second Schedule have been received in full.

5.5 On registration of the Lease against the title to the Property, the Vendor's Advocates shall deliver to the Purchaser:

5.5.1 the original Certificate of Lease in respect of the Apartment;
5.5.2 one counterpart of the duly stamped and registered Lease;
5.5.3 the original receipts in relation to the stamp duty and registration fees paid for the Lease.

5.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favor of individual Purchasers.

6. Failure of Completion

6.1 In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchaser, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchaser shall be entitled, without prejudice to any other rights and remedies available to her, to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

6.2 If this agreement is terminated according to clause 6.1, the Vendor shall forthwith refund to the Purchaser the Purchase Price or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty (60) days thereof.

6.3 If after the Purchaser has received the Certificate of Occupation and the Vendor's Advocates have delivered to the Purchaser the documents required to be delivered under clause 5.1 and the Purchaser fails to pay the balance of the Purchase Price due to the Vendor, the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring the Purchaser to comply with the Purchaser's obligations to pay the balance of the Purchase Price under this Agreement within twenty-one (21) days of the date of service of the notice on the Purchaser.

6.4 Time shall be of the essence in this Agreement.

6.5 If the Purchaser fails to comply with a notice served under clause 6.3, the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this Agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Purchase Price, being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall after the Apartment has been resold and the purchase price from the new purchaser received by the Vendor in full (subject to the Vendor deducting any expenses incurred by the Vendor in re-selling the Apartment including all commissions payable to estate agents on such subsequent re-sale) refund to the Purchaser,other payments (if any) paid by the Purchaser to the Vendor (less a further amount being the Vendor's Advocates' fees which shall be payable by the Purchaser for such failed transaction) without interest thereon and this Agreement shall then absolutely determine.

7. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

8. Possession

a) Subject to the Purchaser having complied with the Purchaser's obligations under clauses 3.2 and 5.2 as at the Practical Completion Date, vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Practical Completion Date.

b) The Vendor and the Purchaser shall inspect the Apartment before the handing over of possession and shall prepare a snag list for rectification by the Vendor.

9. Conditions

The Apartment is sold subject to:

9.1 all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

9.2 the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

but otherwise free from any mortgage, charge and other encumbrances or adverse interests.

10. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (1989 Edition) in so far as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

11. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

12. Assignment

The formal Lease of the Apartment shall be made in favor of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall only be entitled to assign his rights, interests and obligations accruing under this Agreement upon the Purchaser's payment of fifty percent (50%) of the Purchase Price. In the event that the Purchaser, having paid fifty percent (50%) of the Purchase Price, opts to exercise his rights aforesaid, the same shall be subject to the prior written consent of the Vendor;

(b) such nomination shall not absolve the Purchaser from the Purchaser's liabilities under this Agreement, the provisions of which shall be binding on the Purchaser regardless of such power to nominate and/ or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchaser shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated agreed legal costs, as described in the Second Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this Agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Apportioned Costs

Upon completion, the Purchaser shall in addition to the Purchase Price pay such costs and charges as are incidental to the Purchase Price being inclusive of the cost of purchase of one (1) share in the Management Company, the Purchaser's apportioned share in the cost of the purchase of the reversionary interest in the Mother Title, the cost of transfer and the stamp duty payable thereof, the cost of incorporation of the Manager and a three (3) month Service Charge together with the equivalent thereto being a deposit on account of the Service Charge as described in the Second Schedule hereto.

15. Currency

The Purchaser may choose to make payment of the whole or part of the Purchase Price in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Purchase Price under this Agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Purchase Price.

16. Confidentiality

The terms of this Agreement shall remain confidential unless both parties agree to non-confidentiality in writing.

17. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed in the part of the Vendor or the Purchaser.

18. Waiver

18.1 Failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

18.2 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

18.3 The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

19. Severability

19.1 If any provision of this agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

19.2 Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

20. Entire Agreement

20.1 This Agreement constitutes the entire Agreement between the Parties about its subject matter and any previous agreements, undertakings, representations, warranties and negotiations ("prior representations") on that subject cease to have any effect.

20.2 Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

21. Arbitration

All claims and disputes whatsoever arising under this Agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

22. Notices

Any notice of communication under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by email to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by email on completion of transmission, where no failure receipt is recorded.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

CIP294

I certify that I was present and saw the Shiv Anoop Arora **and** Patricia Njeri Ndung'u being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

GEORGE MUTWIRI MURITHI
ADVOCATE
P.O. Box 318-60202,NKUBU
P.105/15943/19

Advocate

SIGNED by the Purchaser the said
EDWIN HAROLD DAYAN DANDE

in the presence of:

GEORGE MUTWIRI MURITHI
ADVOCATE
P.O. Box 318-60202,NKUBU
P.105/15943/19

ADVOCATE

I certify that I was present and saw the Purchaser Edwin Harold Dande duly sign this Agreement.

Advocate

GEORGE MUTWIRI MURITHI
ADVOCATE
P.O. Box 318-60202,NKUBU
P.105/15943/19

FIRST SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

SECOND SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	77,615.62
Disbursements	5,000.00
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	12,418.50
TOTAL	**95,034.12/-**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	310,500-
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	2,000/-
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	13,000/-
Initial Provisional Service Charge	10,500/= @ 3,500 a month
Service Charge deposit equivalent to Three months provisional service charge	10,500/= @ 3,500 a month
Registration Fees on the Lease and Official Search	5,000/-
Installation of Water Meter	5,000/-
Installation of Electricity Meter	5,000/-

DRAWN BY:
ORARO & COMPANY
ADVOCATES,
ACK GARDEN ANNEX
6TH FLOOR,
1ST NGONG AVENUE
P. O. BOX 51236-00200
NAIROBI

DATED 20th AUGUST 2021

CYTONN INTEGRATED PROJECT LLP

-to-

MANABO HOLDINGS LIMITED

AGREEMENT FOR LEASE

Apartment No. 803, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/145/1/1/66/25

THIS AGREEMENT is made on the 20th day of AUGUST 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **MANABO HOLDINGS LIMITED** of Post Office Box Number 100158-00101 Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two bedroom apartment number 803 on the 8th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Seven Million Seven Hundred and Sixty One Thousand Five Hundred and Sixty Two (KES 7,761,562.00) and shall have the same meaning

as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi;**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000.00) has been paid by the Purchaser on account of the reservation deposit (receipt whereof the Vendor acknowledges);

3.2.2. Kenya Shillings Seven Hundred and Fifty One Thousand One Hundred and Fifty Six (KES 751,156.00) has been paid by the Purchaser which together with the Reservation Deposit constitute the agreed Deposit in respect of the Purchase Price (receipt whereof the Vendor acknowledges);

3.2.3. The Purchaser shall within fourteen (14) days of the Purchaser's or the Purchaser's Advocates receipt of a notification from the Vendor's Advocates that the Vendor is in receipt of the Architect's Certificate of Practical Completion over the Apartment secure an undertaking from a reputable Financier, in the form as shall be prescribed by the vendor's advocates, to pay the balance of the Purchase Price in the sum of Kenya Shillings Six Million Nine Hundred and Eighty Five Thousand Four Hundred and Six (KES 6,985,406.00) upon the successful registration of the of the instrument of sub-lease in the Purchaser's favour and a charge in the Financier's favour.

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from

the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the amounts.

6. **Defects Liability Period**

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, its agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. **Possession**

Subject to the Purchaser having complied with her obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied

in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter

alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in

accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. **Notices**

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to rei@Cytonn.com (for the Vendor) and edande@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. **INSURANCE**

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the Vendor **CYTONN INTEGRATED PROJECT LLP** in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw GRACE WAMBUI WERU and MICHAEL NJERU MWONGERI being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

SIGEI RONNIE KIPNG'ETICH
ADVOCATE
P 10[illegible]
P.O. BOX 3563 - 00506 NAIROBI

Advocate

Executed by the Purchaser **MANABO HOLDINGS LIMITED**	..... **DIRECTOR** Name
	Signed in the presence of ..... **ADVOCATE**

RAYNOLD NGUKU ADVOCATE P105/15914/2019 P.O. BOX 27547 - 00100, NAIROBI

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	0/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	761.60/=
TOTAL	17,261.60/=

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 310,462.48/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge being the sum equivalent to the service charge payable for one quarter.	KES 19,500 (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Water Deposit	KES 5,000/=
Electricity Deposit	KES 5,000/=

DATED _____ 20___

CYTONN INTEGRATED PROJECT LLP
(as the Vendor)

-to-

MBERAKHAH SERVICES LIMITED
(as the Purchaser)

AGREEMENT FOR LEASE

Apartment No. A-503, Block A
The Alma, Ruaka

KN Law LLP,
Advocates, Tax and Patent Agents
5th Floor, The Pavilion
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI
File Ref: C0005/050/1/4/9

THIS AGREEMENT is made on the _____day of _____ 2019 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the Laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **MBERAKHAH SERVICES LIMITED** a limited liability company registered under the Laws of the Republic of Kenya and having a postal address of P. O. Box 65022 - 00618, Ruaraka (hereinafter referred to as the "**Pucrahser** " which expression shall where the context so admits include its successors in title and assigns);

WHEREAS:

(A) The Vendor is registered as proprietor of all that parcel of land known as Kiambaa/Ruaka/6260 situate in Kiambu County, Ruaka, (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which together with such other contiguous parcels of land that the Vendor may acquire shall be collectively known as "***The Alma***";

(B) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest.

(C) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

(a) "**Apartment**" means a two (2) bedroom apartment number A-503 in Block A of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red together with one (1) parking bay;

(b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licenses of any county or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

(c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

(d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

(e) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

(f) the "**Completion Date**" shall be twenty one (21) days after the issuance of the Certificate of Practical Completion or the Certificate of Occupation by the County Government of Kiambu, whichever is later;

(g) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

(h) the "**Defects Liability Period**" means a period of six (6) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

(i) "**Delaying Factor**" means any circumstance beyond the control of the Vendor which the Vendor could not have prevented or avoided and includes but is not limited to force majeure events;

(j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

(k) "**Interest Rate**" means the rate of 18% per annum to be calculated on daily balances from the date of default until the date of payment in full, both days inclusive;

(l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates (subject to the provisions of Clause 3 (f) hereof);

(m) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

(n) the "**Practical Completion Date**" means the date falling twenty one (21) days from the date on which the Certificate of Practical Completion is issued by the Project's Architect;

(o) the "**Lease Premium**" means the sum of Kenya Shillings Seven Million Eight Hundred and Ninety Thousand (Kshs. 7,890,000.00);

(p) the "**Purchaser's Advocates**" means _____;

(q) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Westlands, Lower Kabete Road P. O. Box 27547 – 00100, Nairobi;**

(r) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

(s) words importing one gender shall be construed as importing the other gender and the neuter;

(t) words importing the singular shall be construed as importing the plural and vice versa;

(u) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

(v) The clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

(a) The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and
(ii) Pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

(b) The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;
(ii) to a standard reasonably expected on such works in the building industry in Kenya;
(iii) in accordance with the Building Documents;
(iv) in accordance with the terms of all Approvals; and
(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

(a) Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3 (b).

(b) As consideration for the grant of the Lease the Purchaser shall pay to the Vendor the Lease Premium as follows:

(i) The sum of **Kenya Shillings Three Million, Three Hundred and Seventy Nine Thousand , Seven Hundred and Ninety eight (Kshs. 3,379,798.00/=)** shall be paid upon the purchaser's execution of this letter of offer and together with the reservation Deposit shall constitute 51.44% of the purchase price and therefore the agreed Deposit;

(ii) The balance of the purchase price in the sum of Kenya Shillings Three Million , One hundred and ninety thousand, two hundred and two (Kshs 3,190,202/=) shall be paid in installments in the following manner that is to say:

a) the first installment of Kenya shillings One Million, Two Hundred and Sixty Six thousand, Six Hundred and One (Kshs 1,266,601.00) shall be payable on or before July 31, 2017;

b) The second installment of Kenya Shillings One Million, Two Hundred and Sixty Six thousand, Six Hundred and One (Kshs 1,266,601.00) shall be payable on or before January 31, 2018

c) The final installment of Kenya Shillings Six Hundred and Fifty Seven Thousand (Kshs 657,000) shall be payable on or before December 22, 2018; but subject to the issuance of the certificate of practical completion by the project architect

The said instalments shall be payable by the fifth day following the due date thereof (due date shall be the dates indicated at clause 3 hereof) failing which any outstanding amounts shall attract interest at the Interest Rate herein defined.

(iii) All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name:	**CYTONN INTEGRATED PROJECT LLP**
Account No:	**0220948004**
Bank:	**DIAMOND TRUST BANK**
Branch:	**LAVINGTON CURVE**
Swift Code:	**DTKEKENA**

(c) The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment, in that regard the Vendor shall issue quarterly updates by way of newsletters on the progress of the project complete with pictorial representations and the Purchaser shall, upon prior notification to the Vendor, be entitled to visit the development site.

(d) If the Purchaser fails to honour her obligations under this clause 3 on the due date or if any cheque or bank draft taken for or towards the Lease Premium or part thereof is dishonored upon first presentation:

i. The Vendor shall serve a notice in writing upon the Purchaser to make such outstanding payment(s) in full within Seven (7) days from the date of the notice, **AND** if the Purchaser shall fail to make such outstanding payment(s) before the expiry of the said notice then the Vendor shall be entitled at its sole discretion either to extend such period for payment or to rescind this Agreement immediately.

ii. In the event the Vendor shall extend the time for payment, such extension shall be in writing and on condition that the Purchaser shall pay the Vendor on any moneys due under this Agreement remaining unpaid at the rate of Eighteen percent (18%) per annum such interest calculated on daily balances from the due date until payment in full, both days inclusive, and for the avoidance of doubt the Purchaser hereby agrees that such interest shall automatically start accruing immediately that any payment(s) which is due is not paid on the due date. In any event the Purchaser will pay interest to the Vendor at the aforesaid rate, whether or not the balance of the Purchase Price is being financed, from the Completion Date (as defined in clause 1 (f)) until payment in full.

iii. In the event of the Purchaser failing to make such outstanding payment(s) pursuant to a notice given under 3 (d)(i) herein above, the Vendor shall through their advocates be entitled to issue a termination notice rescinding this Agreement immediately

(e) The Lease and two counterparts shall be prepared by the Vendor's Advocates.

(f) The Lease shall be completed on the Practical Completion Date at the offices of the Vendor's Advocates.

(g) The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Practical Completion

(a) Forthwith upon receipt of the Certificate of Practical Completion and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3(b) the Vendor's Advocates shall deliver to the Purchaser's Advocates:

(i) The instrument of Lease (in triplicate) ;
(ii) A copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment; and
(iii) A copy of the Certificate of Practical Completion.

(b) On or before the Practical Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

(i) The Lease referred to in clause 4(a) (in triplicate) duly executed by the Purchaser;
(ii) Copy of PIN Certificate of the Purchaser;
(iii) Three (3) passport size photos and copy of National Identity Card of the Purchaser;
(iv) A Payment Invoice generated from iTax by the Purchaser on account of the stamp duty payable on the Lease; and

(v) Payment of all amounts on account of the payments outlined in the Second Schedule.

(c) The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

(d) The Purchaser is fully aware that the Lease will not be registered until all payments in the Second Schedule have been received in full.

(e) On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's' Advocates:

(i) the original Certificate of Lease in respect of the Apartment;
(ii) one counterpart of the duly stamped and registered Lease;
(iii) The original receipts in relation to the stamp duty and registration fees paid for the Lease.

(f) The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchasers.

5. Failure of Completion

(a) In the event that the Works are not completed on or before the Practical Completion Date, the Vendor shall in writing inform the Purchaser, of the reason for such failure and give an alternative Practical Completion Date, which date shall not exceed twelve (12) months from the date of the initial Practical Completion Date. If completion of the Works exceeds the alternative Practical Completion Date, then the Purchaser shall be entitled, without prejudice to any other rights and remedies available to them, to terminate this Agreement upon giving the Vendor a twenty-one (21) days' notice.

(b) If this agreement is terminated according to clause 5(a), the Vendor shall forthwith refund to the Purchaser the Lease Premium or such part thereof as shall have been paid to the Vendor by the date of such termination and in any event within sixty(60) days thereof.

(c) If after the Purchaser has received the Certificate of Practical Completion and the Vendor's Advocates have delivered to the Purchaser's Advocates the documents required to be delivered under clause 4(a) the Purchaser fails to pay the balance of the Lease Premium due to the Vendor the Vendor shall issue a notice in writing ("**the Completion Notice**") to the Purchaser requiring him to comply with his obligations to pay the balance of the Lease Premium under this agreement within twenty one (21) days of the date of service of the notice on the Purchaser.

(d) If the Purchaser fails to comply with a notice served upon him under clause 5(c) the Vendor without prejudice to any rights by law available to it shall upon expiry of the Completion Notice, be entitled to forthwith terminate this agreement by giving written notice of termination to the Purchaser and in that event ten per centum (10%) of the Lease Premium being the agreed liquidated damages for the Purchaser's breach of the contract comprised in this Agreement, shall be deemed to have been forfeited by the Purchaser. The Vendor shall thereafter refund any money that is over and above the forfeited amount less all costs, fees and expenses

incurred by the Vendor in pursuance of this Letter of Offer within Fourteen (14) days of notification from the Purchaser or the Purchaser's Advocates.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, her agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with her obligations under Clauses 3(b) and 4(b) as at the Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Completion Date.

8. Conditions

The Apartment is sold subject to:

(a) all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

(b) the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property;

But otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (1989 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

Upon completion all charges shall be payable in accordance with the terms of the Lease with effect from the Service Charge Commencement Date (as defined in the Lease).

11. Assignment

The formal Lease of the Apartment shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

(a) The Purchaser shall not assign, share, part with or dispose of or deal with its interest under this Agreement or any part thereof without the prior written consent of the Vendor and on such terms and conditions as the Vendor may in its absolute discretion require. As a minimum requirement, the Purchaser must have paid 50% of the Lease Premium;

(b) such nomination shall not absolve the Purchaser from the Purchaser's liabilities under this Agreement the provisions of which shall be binding on the Purchaser regardless of such power to nominate and/ or any such nomination; and

(c) the Vendor shall not be responsible for any stamp duty implications occasioned by such nomination and the Purchaser shall indemnify the Vendor against any losses or costs or expenses incurred by the Vendor by reason of any stamp duty implications occasioned by any such nomination.

12. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Second Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation execution and implementation of this agreement and the negotiation preparation execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

13. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

14. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

15. Waiver

(a) Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

(b) No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

(c) The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. Severability

(a) If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

(b) Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

17. Entire Agreement

(a) This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

(b) Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

18. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

19. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four (4) days after posting or if sent by telex or fax on completion of transmission.

20. Time of the essence

Time shall be of the essence in respect execution of this Agreement which shall be within twenty one (21) days of receipt of this Agreement and of making all payments due from the Purchaser pursuant to the terms of this Agreement

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorized Representative

Authorized Representative

CIP 2541

I certify that I was present and saw _____ and _____ being the Authorized Representatives of the Vendor duly sign and seal this Agreement.

Faith N. Claudi
Advocate
P. O. Box 38862 - 00100
Nairobi

_____
Advocate

SEALED with the Common Seal of the
Purchaser **MBERAKHAH SERVICES LIMITED**
in the presence of:

Director

~~Director~~/ **Secretary**

I certify that I was present and saw _____ and _____ being the Director(s)/ Secretary of the Purchaser duly sign and seal this Agreement.

_____
Advocate

FIRST SCHEDULE

Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

SECOND SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT (KSHS)
Legal Fees	Kshs. 0/=)
Disbursements	Kshs. 10,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	Kshs. 1,600/=
TOTAL	**Kshs. 11,600/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT (KSHS.)
Stamp Duty (4% of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	Kshs. 262,940/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	Kshs. 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	Kshs. 13,000/=
Initial Provisional Service Charge	@ Kshs. 3,500/= per month
Service Charge deposit equivalent to Six (6) months provisional service charge	Kshs. 21,000/=
Registration Fees on the Lease	Kshs. 1,000/=
Official Search	Kshs. 1,000/=
Water Deposit	Kshs. 5,000/=
Electricity Deposit	Kshs. 5,000/=

Drawn By:

KN Law LLP
Advocates, Tax & Patent Agents
The Pavilion, 5th Floor
Lower Kabete Road, Westlands
P.O. Box 27547 – 00100,
NAIROBI.

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

MBERAKHAH SERVICES LIMITED

AGREEMENT FOR LEASE

Apartment No. 705, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/152/1/1/66/25

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

(2) **MBERAKHAH SERVICES LIMITED** a limited liability company registered under the Laws of the Republic of Kenya and of Post Office Box Number 65022– 00618, Ruaraka, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two bedroom apartment number 705 on the 7th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Ten Million Nine Hundred Thousand (KES 10,900,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi**;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000.00) was payable on account of the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.2. Kenya Shillings One Million and Sixty Five Thousand (KES 1,065,000.00)was payable on account of the deposit together with the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.3. The balance of the Purchase Price in the sum of Kenya Shillings Nine Million Eight Hundred and Ten Thousand (KES 9,810,000.00) payable in the following manner:

3.2.3.1. Kenya Shillings Six Million One Hundred and Twenty One Thousand Two Hundred and Sixteen (KES 6,121,216.00) was payable on account of the first installment on or before November 6, 2020 (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.3.2. Kenya Shillings One Million Five Hundred and Eight Thousand Seven Hundred and Eighty Four (KES 1,508,784.00) was payable on account of the second installment on or before November 6, 2020 (receipt from The Ridge whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Eight Hundred and Seventeen Thousand Three Hundred and Eleven and Eighty Five Cents (KES 817,311.85) was payable on account of the third installment on or before March 31, 2021 (receipt from unpaid board allowances and retainers whereof the Vendor acknowledges);

3.2.3.4. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the fourth installment on or before June 12, 2021;

3.2.3.5. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the fifth installment on or before July 12, 2021;

3.2.3.6. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the sixth installment on or before August 12, 2021;

3.2.3.7. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the seventh installment on or before September 12, 2021;

3.2.3.8. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the eighth installment on or before October 12, 2021;

3.2.3.9. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the ninth installment on or before November 12, 2021;

3.2.3.10. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty

Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the final installment on or before December 12, 2021;

3.3. The said installments shall be payable by the fifth day following the due date thereof failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full, both days inclusive.

3.4. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.5. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the

Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with its obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or

other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. **Legal Costs**

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. **Currency**

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. **Waiver**

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. **Entire Agreement**

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. **Arbitration**

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. **Notices**

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@Cytonn.com (for the Vendor) and danielmnjiru@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. **INSURANCE**

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

CIP 429

I certify that I was present and saw Grace W. Were and Edwin H. Dande being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Faith N. Claudi
Advocate
P. O. Box 38[illegible]00100

Advocate

Executed by the Purchaser **MBERAKHAH SERVICES LIMITED**	..... **DIRECTOR** Name:
	Signed in the presence of ..... **ADVOCATE**

BRIAN KIPKORIR RONO
ADVOCATE
P 105 / 17223 / 20
P.O. BOX 21547 - 00100 NAIROBI

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	42,000/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	7,481.60/=
TOTAL	**65,981.60/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 436,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge	KES 19,500/= (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Installation of Water Meter	KES 5,000/=
Installation of Electricity Meter	KES 5,000/=

DATED 8th JULY 2021

CYTONN INTEGRATED PROJECT LLP

-to-

MBERAKHAH SERVICES LIMITED

AGREEMENT FOR LEASE

Apartment No. 102, Block C
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/151/1/1/66/25

THIS AGREEMENT is made on the 8th day of JULY 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **MBERAKHAH SERVICES LIMITED** a limited liability company registered under the Laws of the Republic of Kenya and of Post Office Box Number 65022– 00618, Ruaraka, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a three bedroom apartment number 102 on the 1st Floor in Block C of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Thirteen Million Seven Hundred Thousand (KES 13,700,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi;**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000.00) was payable on account of the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.2. Kenya Shillings One Million Three Hundred and Forty Five Thousand (KES 1,345,000.00)was payable on account of the deposit together with the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.3. The balance of the Purchase Price in the sum of Kenya Shillings Twelve Million Three Hundred and Thirty Thousand (KES 12,330,000.00) payable in the following manner:

3.2.3.1. Kenya Shillings Nine Million Five Hundred and Ninety Thousand (KES 9,590,000.00) was payable on account of the first installment on or before November 6, 2020 (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.3.2. Kenya Shillings Two Million Seven Hundred and Forty Thousand (KES 2,740,000.00) was payable on account of the second installment on or before March 31, 2021 (receipt from unpaid board allowances and retainers whereof the Vendor acknowledges).

3.3. The said installments shall be payable by the fifth day following the due date thereof failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full, both days inclusive.

3.4. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.5. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver

to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and

able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of Interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to Interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with its obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience

however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond

the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@Cytonn.com (for the Vendor) and danielmnjiru@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

I certify that I was present and saw Grace W Wow and Edwin H. Dande being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Gitobu N. Gitonga
Advocate
P. O. Box 38862 - 00100
Nairobi

Advocate

Executed by the Purchaser **MBERAKHAH SERVICES LIMITED**	..... **DIRECTOR** Name:
	Signed in the presence of ..... **ADVOCATE**

BRIAN KIPKIRUI RONO
ADVOCATE
P 105 / 17223 / 20
P.O. BOX 47547 - 00100 NAIROBI

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	42,000/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	7,481.60/=
TOTAL	**65,981.60/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 548,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge	KES 24,000 (@KES 8,000/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 24,000/=
Installation of Water Meter	KES 5,000/=
Installation of Electricity Meter	KES 5,000/=

DATED 8TH JULY 2021

CYTONN INTEGRATED PROJECT LLP

-to-

MBERAKHAH SERVICES LIMITED

AGREEMENT FOR LEASE

Apartment No. 809, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/150/1/1/66/25

THIS AGREEMENT is made on the 8th day of JULY 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **MBERAKHAH SERVICES LIMITED** a limited liability company registered under the Laws of the Republic of Kenya and of Post Office Box Number 65022– 00618, Ruaraka, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:



1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two bedroom apartment number 809 on the 8th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement,

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the '**Lease**' means a lease of the Apartment, as shall be prepared by the Vendor's Advocates,

m) the '**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Eleven Million Sixty Thousand (KES 11,060,000.00) and shall have the same meaning as "**Purchase Price**".

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi,**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2. **The Works**

2.1. The Vendor shall:

(i) use all reasonable endeavours to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2 As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000.00) was payable on account of the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges),

3.2.2. Kenya Shillings One Million and Eighty One Thousand (KES 1,081,000.00)was payable on account of the deposit together with the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges),

3.2.3. The balance of the Purchase Price in the sum of Kenya Shillings Nine Million Nine Hundred and Fifty Four Thousand (KES 9,954,000.00) was payable in the following manner

3.2.3.1. Kenya Shillings Seven Million Seven Hundred and Forty Two Thousand (KES 7,742,000.00) was payable on account of the first installment on or before November 6, 2020 (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges),

3.2.3.2. Kenya Shillings Two Million Two Hundred and Twelve Thousand (KES 2,212,000.00) was payable on account of the second installment on or before March 31, 2021 (receipt from unpaid board allowances and retainers whereof the Vendor acknowledges).

3.2.3.3. The said installments shall be payable by the fifth day following the due date thereof failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full, both days inclusive.

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following Bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the

Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1 1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.4. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates: and

4.2.4 payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5 a registered floor plan of the Apartment;

4.5.6 certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9 certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10 a certified copy of the Title for Land Title No Kiambaa/Ruaka/6607 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have

complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3 Take legal action for specific performance

5.2 In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1 At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with its obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option, the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience

however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures,

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(c) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise, and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond

the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum in cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2 No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@Cytonn.com (for the Vendor) and danielmnjiru@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

CIP465

Authorised Representative

I certify that I was present and saw Grace W. Ukuru and Edwin H Dande being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Faith N. Claudi
Advocate
P. O. Box 38862 - 00100
Nairobi

Advocate

Executed by the Purchaser MBERAKHAH SERVICES LIMITED	..... DIRECTOR Name:
	Signed in the presence of ..... ADVOCATE

BRIAN KIPKORIR RONO
ADVOCATE
P 105 / 17223 / 20
P.O. Box 47 - 00100 NAIROBI

FIRST SCHEDULE
The Property

"Property" means All that piece of land known as Kiambaa/Ruaka/6667 together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	42,000/-
Disbursements	4,760/-
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	7,481.60/=
TOTAL	**65,981.60/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 442,400/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/
Initial Provisional Service Charge being Service Charge for Three months	KES 19,500/ @KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Installation of Water Meter	KES 5,000/=
Installation of Electricity Meter	KES 5,000/=

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

MBERAKHAH SERVICES LIMITED

AGREEMENT FOR LEASE

Apartment No. 705, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/152/1/1/66/25

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

(2) **MBERAKHAH SERVICES LIMITED** a limited liability company registered under the Laws of the Republic of Kenya and of Post Office Box Number 65022– 00618, Ruaraka, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two bedroom apartment number 705 on the 7th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Ten Million Nine Hundred Thousand (KES 10,900,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi**;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000.00) was payable on account of the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.2. Kenya Shillings One Million and Sixty Five Thousand (KES 1,065,000.00)was payable on account of the deposit together with the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.3. The balance of the Purchase Price in the sum of Kenya Shillings Nine Million Eight Hundred and Ten Thousand (KES 9,810,000.00) payable in the following manner:

3.2.3.1. Kenya Shillings Six Million One Hundred and Twenty One Thousand Two Hundred and Sixteen (KES 6,121,216.00) was payable on account of the first installment on or before November 6, 2020 (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.3.2. Kenya Shillings One Million Five Hundred and Eight Thousand Seven Hundred and Eighty Four (KES 1,508,784.00) was payable on account of the second installment on or before November 6, 2020 (receipt from The Ridge whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Eight Hundred and Seventeen Thousand Three Hundred and Eleven and Eighty Five Cents (KES 817,311.85) was payable on account of the third installment on or before March 31, 2021 (receipt from unpaid board allowances and retainers whereof the Vendor acknowledges);

3.2.3.4. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the fourth installment on or before June 12, 2021;

3.2.3.5. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the fifth installment on or before July 12, 2021;

3.2.3.6. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the sixth installment on or before August 12, 2021;

3.2.3.7. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the seventh installment on or before September 12, 2021;

3.2.3.8. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the eighth installment on or before October 12, 2021;

3.2.3.9. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the ninth installment on or before November 12, 2021;

3.2.3.10. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty

Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the final installment on or before December 12, 2021;

3.3. The said installments shall be payable by the fifth day following the due date thereof failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full, both days inclusive.

3.4. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.5. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the

Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with its obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or

other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. **Legal Costs**

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. **Currency**

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. **Waiver**

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. **Entire Agreement**

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. **Arbitration**

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. **Notices**

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@Cytonn.com (for the Vendor) and danielmnjiru@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. **INSURANCE**

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

CIP 429

I certify that I was present and saw Grace W. Were and Edwin H. Dande being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Faith N. Claudi
Advocate
P. O. Box 38[illegible]00100

Advocate

Executed by the Purchaser **MBERAKHAH SERVICES LIMITED**	..... **DIRECTOR** Name:
	Signed in the presence of ..... **ADVOCATE**

BRIAN KIPKORIR RONO
ADVOCATE
P 105 / 17223 / 20
P.O. BOX 21547 - 00100 NAIROBI

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	42,000/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	7,481.60/=
TOTAL	**65,981.60/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 436,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge	KES 19,500/= (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Installation of Water Meter	KES 5,000/=
Installation of Electricity Meter	KES 5,000/=

DATED 8TH JULY 2021

CYTONN INTEGRATED PROJECT LLP

-to-

MBERAKHAH SERVICES LIMITED

AGREEMENT FOR LEASE

Apartment No. 809, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/150/1/1/66/25

THIS AGREEMENT is made on the 8th day of JULY 2021 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns);

(2) **MBERAKHAH SERVICES LIMITED** a limited liability company registered under the Laws of the Republic of Kenya and of Post Office Box Number 65022– 00618, Ruaraka, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:



1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two bedroom apartment number 809 on the 8th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement,

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the "**Estate**" means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the '**Lease**' means a lease of the Apartment, as shall be prepared by the Vendor's Advocates,

m) the '**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Eleven Million Sixty Thousand (KES 11,060,000.00) and shall have the same meaning as "**Purchase Price**".

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 – 00100, Nairobi,**

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation

2. **The Works**

2.1. The Vendor shall:

(i) use all reasonable endeavours to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. **Grant of Lease**

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2 As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000.00) was payable on account of the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges),

3.2.2. Kenya Shillings One Million and Eighty One Thousand (KES 1,081,000.00)was payable on account of the deposit together with the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges),

3.2.3. The balance of the Purchase Price in the sum of Kenya Shillings Nine Million Nine Hundred and Fifty Four Thousand (KES 9,954,000.00) was payable in the following manner

3.2.3.1. Kenya Shillings Seven Million Seven Hundred and Forty Two Thousand (KES 7,742,000.00) was payable on account of the first installment on or before November 6, 2020 (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges),

3.2.3.2. Kenya Shillings Two Million Two Hundred and Twelve Thousand (KES 2,212,000.00) was payable on account of the second installment on or before March 31, 2021 (receipt from unpaid board allowances and retainers whereof the Vendor acknowledges).

3.2.3.3. The said installments shall be payable by the fifth day following the due date thereof failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full, both days inclusive.

3.3. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following Bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.4. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.5 The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.6 The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. **Property Completion**

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the

Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1 1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.4. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates: and

4.2.4 payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5 On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5 a registered floor plan of the Apartment;

4.5.6 certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9 certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10 a certified copy of the Title for Land Title No Kiambaa/Ruaka/6607 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1 If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have

complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3 Take legal action for specific performance

5.2 In the event of failure by the Vendor to comply with any of the conditions hereof, then the Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1 At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with its obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. **Conditions**

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. **Law Society Conditions of Sale**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. **Service Charge Commencement**

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. **Assignment**

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option, the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. **Force Majeure**

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience

however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures,

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(c) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise, and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond

the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. Legal Costs

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum in cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. Currency

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. Merger

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. Waiver

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2 No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. Severability

17.1 If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. Entire Agreement

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. Arbitration

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. Notices

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@Cytonn.com (for the Vendor) and danielmnjiru@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. INSURANCE

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

CIP465

Authorised Representative

I certify that I was present and saw Grace W. Ukuru and Edwin H Dande being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Faith N. Claudi
Advocate
P. O. Box 38862 - 00100
Nairobi

Advocate

Executed by the Purchaser MBERAKHAH SERVICES LIMITED	..... DIRECTOR Name:
	Signed in the presence of ..... ADVOCATE

BRIAN KIPKORIR RONO
ADVOCATE
P 105 / 17223 / 20
P.O. Box 47 - 00100 NAIROBI

FIRST SCHEDULE
The Property

"Property" means All that piece of land known as Kiambaa/Ruaka/6667 together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	42,000/-
Disbursements	4,760/-
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	7,481.60/=
TOTAL	**65,981.60/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 442,400/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/
Initial Provisional Service Charge being Service Charge for Three months	KES 19,500/ @KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Installation of Water Meter	KES 5,000/=
Installation of Electricity Meter	KES 5,000/=

DATED_____20___

CYTONN INTEGRATED PROJECT LLP

-to-

MBERAKHAH SERVICES LIMITED

AGREEMENT FOR LEASE

Apartment No. 705, Block D
The Alma, Ruaka

DRAWN BY:-

KN
— LAW LLP —
Advocates, Notaries Public & Tax Agents
5th Floor, The Pavilion,
Westlands, Lower Kabete Road
P.O. Box 27547-00100
NAIROBI

File Ref: C0005/152/1/1/66/25

THIS AGREEMENT is made on the day of 20 between,

(1) **CYTONN INTEGRATED PROJECT LLP** a limited liability partnership registered under the laws of the Republic of Kenya and having a postal address of P. O. Box 20695 - 00200, Nairobi (hereinafter referred to as the "**Vendor**" which expression shall where the context so admits include its successors in title and assigns); and

(2) **MBERAKHAH SERVICES LIMITED** a limited liability company registered under the Laws of the Republic of Kenya and of Post Office Box Number 65022– 00618, Ruaraka, Nairobi (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits include its successors in title and assigns).

WHEREAS:

(A) The Vendor is registered as proprietor of the parcel of land situated in Kiambu County, Ruaka, which is more particularly described in the First Schedule hereto (the "**Property**") on which the Vendor has caused to be built and erected apartment blocks together with the necessary amenities (the "**Project**") which shall be collectively known as "***The Alma***";

(B) SBM Bank Limited (hereinafter called "**the Bank** ") has financed the Project. The financing has been secured by way of a First Legal Charge over the Property. The Bank shall issue a partial discharge of charge for each apartment upon payment of the full Purchase Price (for cash buyers) or upon receipt of an irrevocable letter of guarantee from the buyer's financier (for financed buyers).

(C) The Vendor shall cause a Management Company to be incorporated for the purpose of, inter alia, managing and maintaining the Estate. The Vendor upon granting Leases in respect of all the Apartments in the Project intends to convey to the Management Company the reversionary interest in the Property.

(D) The Vendor has granted or intends to grant sub-leases in respect of the individual apartments contained in the Estate and the Purchaser has agreed to accept the grant of the said sub-lease from the Vendor over the Apartment (herein defined) on the terms and conditions of this agreement.

(E) The Vendor in developing The Alma on the aforementioned property is using phased construction works, and which phased construction works have been described to the Purchaser and which the Purchaser acknowledges in entering into this agreement.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement unless the context otherwise provides:

a) "**Apartment**" means a two bedroom apartment number 705 on the 7th Floor in Block D of the buildings being constructed or to be constructed on the Property the boundaries of which are delineated on the plan annexed hereto and shaded in red;

b) "**Approvals**" means the Planning Permission and all other approvals consents permissions and licences of any County Government or other competent authority which may from time to time be necessary to enable the Vendor to lawfully commence and carry out the Works and each and every stage or phase of the Works and (if the same are destroyed or damaged) to reinstate the Works and "**Approval**" shall be construed accordingly;

c) the "**Architect**" means a qualified and licensed architect for the time being appointed as architect in respect of the Works;

d) the "**Building Documents**" means the plans drawings specifications and other documents relating to the Works which are listed in the Second Schedule to this agreement;

e) **Business Day** means any day (other than Saturday, Sunday, national day or public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;

f) the "**Certificate of Occupation**" means a certificate issued by the County Government of Kiambu confirming the Apartment is ready for occupation;

g) the "**Certificate of Practical Completion**" means a certificate issued by the Vendor's Architect confirming partial or sectoral practical completion of the Apartment and so much of the Estate as gives in the Architect's opinion sufficient access to the Apartment for the purposes of the Purchaser being able to occupy the Apartment;

h) "**Defect**" means any defect in the Works which is attributable to the Works having been carried out otherwise than in accordance with clause 2 the existence of which is notified to the Vendor by the Purchaser before the expiry of the Defects Liability Period;

i) the "**Defects Liability Period**" means a period of twelve (12) consecutive months commencing on the date of issue of the Certificate of Practical Completion;

j) the **"Estate"** means the residential apartments, commercial centre, nursery school together with a common gate/entrance, common areas, car parking spaces, pathways, driveways, club house, and other usual amenities in accordance with the Building Documents, which shall be comprised in the development known as The Alma;

k) "**Interest Rate**" means the rate means the rate of eighteen percent (18%) per annum to be compounded on daily balances;

l) the "**Lease**" means a lease of the Apartment, as shall be prepared by the Vendor's Advocates;

m) the "**Lease Completion Date**" means the date falling ten (10) days from the Property Completion Date provided that if such day is not a Business Day, the Lease Completion Date shall be the date on the immediately succeeding Business Day or such other date as the parties may agree in writing;

n) the "**Lease Premium**" means the sum of Kenya Shillings Ten Million Nine Hundred Thousand (KES 10,900,000.00) and shall have the same meaning as "**Purchase Price**";

o) the "**Planning Permission**" means the detailed planning permission for the carrying out of the Works;

p) the "**Property Completion Date**" means the date falling ten (10) days from the date of issuance of the residential unit's Occupation Certificate by the County Government of Kiambu;

q) the "**Purchasers' Advocates**" means;

r) the "**Vendor's Advocates**" means **KN Law LLP, Advocates and Notaries Public, 5th Floor, The Pavilion, Lower Kabete Road, P. O. Box 27547 –00100, Nairobi**;

s) the "**Works**" means the works which are to be carried out on the Property in accordance with the terms of this agreement and which are described in the Building Documents;

t) words importing one gender shall be construed as importing the other gender and the neuter;

u) words importing the singular shall be construed as importing the plural and vice versa;

v) where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;

w) the clause and paragraph headings in the body of this Agreement and in the schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

2. The Works

2.1. The Vendor shall:

(i) use all reasonable endeavors to obtain all Approvals which are from time to time necessary to carry out and complete the Works; and

(ii) pay all fees, costs and expenses of and incidental to the matters referred to in this clause.

2.2. The Vendor shall diligently carry out and complete the Works:

(i) in a good and workmanlike manner and with sound materials of their respective kinds;

(ii) in accordance with the terms of all Approvals;

(iii) in accordance with the Building Documents;

(iv) to a standard reasonably expected on such works in the building industry in Kenya; and

(v) otherwise in accordance with this agreement,

Any additional construction to be carried out by the Purchaser shall be cosmetic only and shall be carried out at the cost of the Purchaser including contractors and architects costs **PROVIDED THAT** such additional constructions shall not affect or alter the approved plans and **PROVIDED FURTHER THAT** any such additional construction shall not materially diminish the amenities enjoyed on the Property and that, the Vendor shall have the final discretion in determining the extent of the additional construction that is to be made.

3. Grant of Lease

3.1. Subject as provided in clause 5, the Vendor shall grant the Lease for the Lease Premium and the Purchaser shall accept the Lease and execute a counterpart of it and pay the Lease Premium as provided in clause 3.2.

3.2. As consideration for the grant of the Lease, the Purchaser shall pay to the Vendor the Lease Premium as follows:

3.2.1. Kenya Shillings Twenty Five Thousand (KES 25,000.00) was payable on account of the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.2. Kenya Shillings One Million and Sixty Five Thousand (KES 1,065,000.00)was payable on account of the deposit together with the reservation deposit (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.3. The balance of the Purchase Price in the sum of Kenya Shillings Nine Million Eight Hundred and Ten Thousand (KES 9,810,000.00) payable in the following manner:

3.2.3.1. Kenya Shillings Six Million One Hundred and Twenty One Thousand Two Hundred and Sixteen (KES 6,121,216.00) was payable on account of the first installment on or before November 6, 2020 (receipt from Cytonn High Yield Solutions (CHYS) whereof the Vendor acknowledges);

3.2.3.2. Kenya Shillings One Million Five Hundred and Eight Thousand Seven Hundred and Eighty Four (KES 1,508,784.00) was payable on account of the second installment on or before November 6, 2020 (receipt from The Ridge whereof the Vendor acknowledges);

3.2.3.3. Kenya Shillings Eight Hundred and Seventeen Thousand Three Hundred and Eleven and Eighty Five Cents (KES 817,311.85) was payable on account of the third installment on or before March 31, 2021 (receipt from unpaid board allowances and retainers whereof the Vendor acknowledges);

3.2.3.4. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the fourth installment on or before June 12, 2021;

3.2.3.5. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the fifth installment on or before July 12, 2021;

3.2.3.6. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the sixth installment on or before August 12, 2021;

3.2.3.7. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the seventh installment on or before September 12, 2021;

3.2.3.8. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the eighth installment on or before October 12, 2021;

3.2.3.9. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the ninth installment on or before November 12, 2021;

3.2.3.10. Kenya Shillings One Hundred and Ninety Four Thousand Six Hundred and Sixty

Nine and Seventy Four Cents (KES 194,669.74) is payable on account of the final installment on or before December 12, 2021;

3.3. The said installments shall be payable by the fifth day following the due date thereof failing which any outstanding amounts shall attract interest at the rate of eighteen percent per annum (18% p.a) to be calculated on daily balances from the due date until payment in full, both days inclusive.

3.4. All payments shall be made in cleared funds, without deduction, set-off or counterclaim and to the following bank account, whose details are as follows:

Account Name: Cytonn Intergrated Project LLP
Account No: 0212307282001
Bank: SBM BANK
Branch: RIVERSIDE DRIVE
Swift Code: FCBLKENA

3.5. The Purchaser is aware and agrees that the Lease Premium or any part thereof shall not be held on stakeholder terms and shall be utilized by the Vendor in the development of the Apartment including the meeting of any amounts that may be due to the Bank from time to time.

3.6. The Lease shall be completed on or before the Lease Completion Date at the offices of the Vendor's Advocates.

3.7. The Lease shall be in a standard form for all Apartments subject to such modifications (if any) as circumstances may render necessary.

4. Property Completion

4.1. Upon the Property Completion Date and subject to the Purchaser having complied with the Purchaser's payment obligations referred to in Clause 3.2 the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.1.1. the instrument of Lease (in triplicate) ; and

4.1.2. a copy of the Certificate of Occupation issued by the County Government of Kiambu in respect of the Apartment;

4.2. On or before the Lease Completion Date the Purchaser's Advocates shall deliver to the Vendor's Advocates:

4.2.1. the Lease referred to in clause 4.1.1 (in triplicate) duly executed by the Purchaser;

4.2.2. copies of PIN Certificate, passport size photos and National Identity Card of the Purchaser;

4.2.3. proof of remittance of the stamp duty payable on the Lease to the Vendor's Advocates; and

4.2.4. payment of all amounts on account of the payments outlined in the Third Schedule.

4.3. The Vendor's Advocates shall on behalf of the Purchaser attend to the stamping and registration of the Lease.

4.4. The Purchaser is fully aware that the Lease will not be registered until all payments in the Third Schedule have been received in full.

4.5. On registration of the Lease against the title to the Property the Vendor's Advocates shall deliver to the Purchaser's Advocates:

4.5.1. the original Certificate of Lease in respect of the Apartment;

4.5.2. one counterpart of the duly stamped and registered Lease;

4.5.3. one counterpart of the duly stamped and registered partial discharge in relation to the Apartment (the "Discharge");

4.5.4. the original receipts in relation to the stamp duty and registration fees paid for the Lease and the Discharge;

4.5.5. a registered floor plan of the Apartment;

4.5.6. certified copy of Vendor's PIN Certificate;

4.5.7. certified copies of the Certificate of Occupation and Practical Completion;

4.5.8. copies of the Vendor's Directors Passport Copies/Identity Card and Tax PIN Certificates;

4.5.9. certified copies of the Certificate of Registration, Memorandum & Articles of Association for the Management Company;

4.5.10. a certified copy of the Title for Land Title No. Kiambaa/Ruaka/6667 showing the registration of the Lease for the Apartment endorsed thereon;

4.5.11. a copy of the application form used for registration at the Lands Offices in respect of the Apartment; and

4.5.12. Copy of National Environmental Management Authority (NEMA) approval.

4.6 The Purchaser shall upon registration of the Lease become a member of the Management Company and be entitled to allotment of one (1) share in the Management Company. The Vendor undertakes to issue the Purchaser with a share certificate in this respect within sixty (60) days of the completion of the registration of all Leases in the Estate in favour of individual Purchaser(s).

5. Failure of Completion

5.1. If for any cause whatsoever, other than an act or omission of the Vendor, the Balance or any part thereof shall not have been paid on or before the Completion Date or if the Purchaser shall not have complied with any of its obligations under this Agreement, then the Vendor being ready willing and able to complete, shall be entitled to serve a completion notice of twenty one (21) days upon the Purchaser for the payment of the Balance or any part thereof outstanding failing which the Vendor shall upon the expiry of the said completion notice be entitled to either:

5.1.1. charge interest at the Interest Rate on the outstanding balance of the Purchase Price from the date it is due until the date of payment of the Purchase Price in full (both dates inclusive); or

5.1.2. rescind the Agreement and an amount of ten percent (10%) of the Purchase Price shall stand forfeited to the Vendor absolutely by way of agreed liquidated damages (the parties acknowledging that the forfeiture of such amounts represents a genuine estimate of the loss that the Vendor will suffer as a result of the Purchaser breaching its obligations in this agreement and the Vendor will not have any further claim against the Purchaser). In such event the Vendor may without any further notice to the Purchaser, dispose of the Property upon such terms and conditions as it thinks fit provided that it shall refund the balance within fourteen (14) days of its receipt of the sale proceeds in respect of such disposal. The Vendor shall also be entitled to a commission of 3% of the resale value and may, at its discretion, seek an award for damages where the resale value is lower than the Purchase Price.

5.1.3. Take legal action for specific performance

5.2. In the event of failure by the Vendor to comply with any of the conditions hereof, then the

Purchaser, being ready willing and able to complete, shall serve a notice in writing to the Vendor requiring the Vendor to remedy the breach within a period of twenty one (21) days from the date of the notice and in default the Purchaser shall be entitled to (without prejudice to the Purchaser's other rights and remedies):

5.2.1. At the Vendor's request and subject to the payment by the Vendor of interest at the Interest Rate (to be deducted from the Balance) extend the time for the Vendor to remedy the default; or

5.2.2. rescind the contract or to sue the Vendor for specific performance or any other remedies.

5.3. In the event that this agreement is rescinded by the Purchaser, following the Vendor's failure to comply with any of the conditions hereof, the Purchaser agrees that the Vendor may proceed to sell the Property PROVIDED that the amounts paid by the Purchaser will be refunded from the sale proceeds of the said disposal. The Purchaser shall not be entitled to interest on the amounts.

6. Defects Liability Period

The Vendor shall, during the Defects Liability Period, at its own expense remedy or cause to be remedied to the satisfaction of the Purchaser all Defects as soon as reasonably practicable after being notified of them, provided that the defects shall not be attributable to the acts or omissions of the Purchaser, his agents or servants and notice of such defects shall be given to the Vendor within the Defects Liability Period.

7. Possession

Subject to the Purchaser having complied with its obligations under Clauses 3.2 and 4.2 as at the Lease Completion Date vacant possession of the Apartment shall be given to the Purchaser by the Vendor on the Lease Completion Date.

8. Conditions

The Apartment is sold subject to:

8.1. all subsisting easements, quasi-easements, and rights of way (if any), equities and quasi-equities (if any); and

8.2. the Acts, reservations, stipulations, conditions and other matters contained or implied in the document of title in respect of the Property including the charge in favour of the Bank;

but otherwise free from any mortgage, charge and other encumbrances.

9. Law Society Conditions of Sale

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with or varied or excluded by the provisions of this Agreement.

10. Service Charge Commencement

The Service Charge Deposit and Provisional Service Charge (as defined in the Appendix) shall be due twenty-one (21) days from the date of the issuance of the residential unit's Occupation Certificate by the County Government of Kiambu. Any late payment shall attract an interest at the rate of eighteen percent per annum (18% p.a.) to be calculated on daily balances from the due date until payment in full.

11. Assignment

The formal Lease of the Unit shall be made in favour of the Purchaser and/or the Purchaser's nominee(s) provided always that:

a) The Purchaser shall not be entitled to assign or otherwise novate this Agreement except upon receipt of the Vendor's written consent which shall be subject to the Purchaser, having paid at least fifty (50%) of the Purchase Price, payment of an administration fee of KES 40,000 and 3% of the purchase price paid by the new purchaser.

b) For the avoidance of doubt, and in the event of novation, the Vendor shall have the first option of purchase. This shall nevertheless not form an obligation on the Vendor to so purchase and in case the Vendor does not exercise this option; the Purchasers shall be at liberty to get third parties to buy on such terms as agreeable between them with regard to the 50% already paid (this shall be without the Vendor's involvement) provided that the remaining 50% shall be paid to the Vendor in the manner agreed upon in this Sale Agreement.

c) The Vendor shall not be responsible for any tax obligations occasioned by such novation or assignment and the Purchaser shall indemnify the Vendor against any losses, costs or expenses incurred by the Vendor by reason of any cost or tax implications occasioned by virtue of this Clause.

12. Force Majeure

12.1. Notwithstanding anything contained or implied by this Agreement, the construction and completion of the Development will be carried out by the Vendor as expeditiously as possible but the Vendor will not be liable in respect of any delay in performance, failure to perform or failure to adequately perform any of its obligations herein as consequence of any act, cause or event which was not within the control of the Vendor; or was not caused or precipitated by the Vendor's negligence including without limitation any of the cases specified below in which case where delay is caused the Vendor will not be liable to the Purchaser for any loss damage or inconvenience however occasioned:

(a) inability to secure such goods or materials as are necessary to the proper carrying out of the construction or delays in obtaining the same caused by the Vendor's contractors or suppliers, procedures;

(b) delays involving the obtaining of any necessary licences permits approvals or consents in relation to the construction;

(c) any act of God;

(d) any war or hostilities (whether war be declared or not) or act of terror;

(e) any sabotage, riots or other act of civil disobedience, civil commotion, rebellion, act of a public enemy, invasions, strikes and lockouts;

(f) any suits, administrative actions, judicial actions, lockouts, industrial disputes or actions of any such nature;

(g) any actions or proceedings of or orders issued by any government or other competent authority or any agency;

(h) any non-performance of its obligations by any third party contracted with by the Vendor in connection with its obligations under this Agreement;

(i) any storms, floods or other inclement weather, earthquakes, subsidence, epidemics or

other natural physical disasters;

(j) fire, accident, explosion, or shortage or delay or non-availability of labour, power or water or products and materials required in connection with construction of the development of the Estate or movements in currency exchange rates which are material in the opinion of the Vendor and other causes beyond the control of the Vendor;

(k) extension of time certified by the Architect to be due to the Vendor's contractors and/or suppliers or otherwise; and

(l) other causes or unforeseen circumstances beyond the reasonable control of the Vendor.

12.2. The Vendor shall promptly notify the Purchaser in writing (the **Force Majeure Notice**) when such a circumstance causes a delay in performance, failure in performance or failure in adequate performance and when they cease so to do. If such circumstances continue for more than six (6) consecutive months after the date of the Force Majeure Notice, either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other.

12.3. Subject to clause 12.1, the Vendor undertakes to continue with the performance of its obligations under this Agreement immediately the relevant force majeure event ceases.

12.4. In the event that this Agreement is terminated pursuant to clause 12.2, the Purchaser shall not have any further payment obligation to the Vendor provided that the Vendor shall not be under obligation to refund or repay any monies paid by the Purchaser to the Vendor hereunder prior to the termination of this Agreement pursuant to clause 12.2.

AND if from any of the causes or events above whatsoever completion shall be delayed beyond the Property Completion Date the Purchaser shall not be entitled to any compensation or damages including without limiting the foregoing any economic or consequential loss thereon.

13. **Legal Costs**

The Purchaser shall pay to the Vendor's Advocates the sum of all the estimated legal costs, as described in the Third Schedule hereto, incurred or to be incurred by the Vendor in relation inter alia to the negotiation, preparation, execution and implementation of this agreement and the negotiation, preparation, execution and completion of the Lease and the legal costs incurred or to be incurred by the Vendor in relation to the structuring of the project and the preparation of such agreements and other documents for the project as the Vendor shall enter or have entered into for the purposes of the project together with such sum to cover value added tax disbursements including document production charges as the Vendor's Advocates shall have specified.

14. **Currency**

The Purchaser may choose to make payment of the whole or part of the Lease Premium in a currency other than Kenya Shillings and in that event the Purchaser's obligation to pay the Lease Premium under this agreement shall not be discharged unless and until the Vendor has received payment in full in Kenya Shillings and to the extent that the amount of any such payment shall on actual conversion into Kenya Shillings fall short of such obligation expressed in Kenya Shillings the Purchaser shall be deemed to have failed to pay that part of the Lease Premium.

15. **Merger**

This Agreement shall continue in full force and effect so long as any provision remains and is capable of being performed or observed on the part of the Vendor or the Purchaser.

16. **Waiver**

16.1. Failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

16.2. No single or partial exercise of a right or remedy provided by this agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy.

16.3. The rights and remedies provided by this agreement are cumulative and not exclusive of any rights or remedies provided by law.

17. **Severability**

17.1. If any provision of this agreement is found by an arbitrator court or other competent authority to be void or unenforceable such provision shall be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.

17.2. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

18. **Entire Agreement**

18.1. This agreement constitutes the entire agreement between the parties about its subject matter and any previous agreements undertakings representations warranties and negotiations ("prior representations") on that subject cease to have any effect.

18.2. Each party confirms that it has not relied upon any prior representations and waivers and rights which it may have in respect of such reliance if it has in fact occurred.

19. **Arbitration**

All claims and disputes whatsoever arising under this agreement shall first be subject to amicable negotiations between the parties failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1995 by a single arbitrator to be appointed by agreement between the parties or failing agreement within fourteen (14) days of notification by either party to the other of the existence of a dispute or claim to be appointed by the Chairman for the time being of The Chartered Institute of Arbitrators, Kenya Branch, Nairobi on application of either party.

20. **Notices**

Any notice of communication under or in connection with this agreement shall be in writing and shall be delivered by hand, sent by post telex or fax to the addresses given on the first page of this agreement or such other address as the recipient may have notified to the other parties in writing or by email to sales@Cytonn.com (for the Vendor) and danielmnjiru@gmail.com (for the Purchaser). In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received if delivered by hand at the time of delivery or if sent by post four days after posting or if sent by telex or fax on completion of transmission or if made by e-mail when the e-mail is received by the party during normal business hours on a Business Day) provided that the appropriate acknowledgement of proper transmission is obtained by the sender.

21. **INSURANCE**

21.1. From the date of this Agreement up to the Property Completion date the Vendor shall insure the developments thereon against damage or destruction by fire and such other risks as the Vendor may deem fit.

21.2. If the Apartment shall be damaged or destroyed before the Property Completion Date the Purchaser may rescind this Agreement by notice in writing to the Vendor in which event the Vendor shall repay to the Purchaser all sums paid by the Purchaser without any interest when the insurance claim is settled by the insurance company and the Purchaser shall return all abstracts and papers in the Purchaser's possession belonging to the Vendor and the Purchaser shall have no claim against the Vendor for interest costs compensation damages or otherwise.

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed this Agreement.

SEALED with the Common Seal of the
Vendor **CYTONN INTEGRATED PROJECT LLP**
in the presence of:

Authorised Representative

Authorised Representative

CIP 429

I certify that I was present and saw Grace W. Were and Edwin H. Dande being the Authorised Representatives of the Vendor duly sign and seal this Agreement.

Faith N. Claudi
Advocate
P. O. Box 38[illegible]00100

Advocate

Executed by the Purchaser **MBERAKHAH SERVICES LIMITED**	..... **DIRECTOR** Name:
	Signed in the presence of ..... **ADVOCATE**

BRIAN KIPKORIR RONO
ADVOCATE
P 105 / 17223 / 20
P.O. BOX 21547 - 00100 NAIROBI

FIRST SCHEDULE
The Property

"**Property**" means **All that** piece of land known as **Kiambaa/Ruaka/6667** together with all buildings erected thereon situate in the County of Kiambu containing by measurement one decimal seven nine one nine (1.7919) hectares or thereabouts comprised in a Certificate of Lease registered in the Kiambu District Land Registry held for a term of 99 years from 16th January 2020 subject to the Act, Special Conditions and other matters (if any) contained in or referred to in the said Certificate of Lease

SECOND SCHEDULE
Building Documents

The plans duly approved by the County Government of Kiambu, drawings specifications and other documents including all schedules and annexures thereto describing the Works copies whereof have been inspected by the Purchaser and copies of which have been deposited at the Vendor's Advocates' offices and shall be available for inspection and copying by the Purchaser during the Vendor's Advocates' normal working hours upon prior appointment.

THIRD SCHEDULE
Legal Fees and Associated Costs

The legal fees payable by the Purchaser shall be broken down as hereunder:

ITEM	AMOUNT(KES)
Legal Fees	42,000/=
Disbursements	4,760/=
Stamp Duty on the Agreement	240/=
Registration expenses	6,500/=
Valuation fees	5,000/=
V.A.T. (at the rate of 16% or such other rate as shall be applicable as at the time of payment of this amount)	7,481.60/=
TOTAL	**65,981.60/=**

The associated costs payable by the Purchaser shall be as follows:

ITEM	AMOUNT
Stamp Duty (4%) of the Purchase Price subject to the provisions of the law and assessment of the Premises by the Government Valuer)	KES 436,000/=
Proportionate Cost of Incorporation of the Management Company and Purchase of Share in the same	KES 2,000/=
Proportionate Cost for the Transfer of the Reversion from the Vendor to the Management Company	KES 13,000/=
Initial Provisional Service Charge	KES 19,500/= (@KES 6,500/= per month)
Service Charge deposit equivalent to Three (3) months provisional service charge	KES 19,500/=
Installation of Water Meter	KES 5,000/=
Installation of Electricity Meter	KES 5,000/=