

CONVEYANCING ASSIGNMENT

2015

CLASSES A, B AND D

(ALL THE ASSIGNMENTS HAVE TO BE SUBMITTED BY 5:00 PM ON 31ST AUGUST 2015. I WILL NOT ACCEPT ANY ASSIGNMENT AFTER THE DEADLINE AND I SHALL NOT AWARD ANY MARKS TO SUCH FIRMS. PLEASE NOTE THAT IF YOU DO NOT PARTICIPATE IN THE FIRM DISCUSSIONS YOU WILL BE BOUND BY THE WORK AND THE MARKS ATTAINED BY THE ONES WHO PARTICIPATE.11

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Juneweather Pesa a famous African boxer is the owner of all that property known as L.R. NO.7777/35 measuring approximately 100 acres located in Nyeri County. Juneweather Pesa and his wife Mrembo Pesa have been farming coffee on that piece of land for over twenty years. He bought the property for a mere Kenya Shillings One Million Twenty Five years ago. Following the devolution process in Kenya he realized he could make more money if he sold half the property and developed a housing estate on the other half for sale. The Property is near Nyeri Town and he has no doubt he will make a lot of money from it. He has decided to sub-divide 50 acres of the property into one (1) acre lots.

a) You have recently been admitted to the bar and you run a firm as Wakili Biz Smart & Company Advocates. Please comprehensively advise Mr. Juneweather Pesa on the process of sub-dividing the property and procuring new titles for the 50 I acre lots. (Attached find a copy of the Title for all that property Land Reference Number 7777/35)

b) Mr Juneweather Pesas advocate has issued Mr . Pacco Uwezo with an agreement

for sale for one of the one acre plots measuring approximately 1 acre or 0.4 hectare. Assume you are Bidii & Company Advocates and you have been retained by Pacco Uwezo to act for him in the transaction. Please peruse and review the agreement for sale on behalf of the Purchaser. (Attached find a copy of the Agreement for sale).

c) Mr Pacco Uwezo had expected to earn some money from a boxing match to enable him to pay Kshs. 25,000,000/= for his 1 acre lot. Unfortunately, he lost the match. He approached Pesa pap bank to finance his purchase of the above mentioned 1 acre plot. Pesa Pap bank approved his application for a loan of Kshs. 22,500,000/=.

i) Assume that you are Bidii & Co Advocates, acting for both Pacco Uwezo and Pesa Pap Bank, please explain comprehensively the process of Transfer and Perfection of the security. (Assume that at this point a title document Land Reference Number 7777/85 IR 57844 has been issued. It is a title for a lease for a period of 99 years with effect from 1st of May 2015.)

ii) Draw a professional undertaking, if necessary.

DRAFT SALE AGREEMENT

THIS AGREEMENT is made this ___day of . ,Two Thousand and Fifteen.

BETWEEN JUNWEATHER PESA, National Identity Card Number 22334455, of P.O. BOX ABC-10100, NYERI in NYERI COUNTY within The Republic of KENYA (hereinafter called “ The Vendor”) of the one part.

AND PACCO UWEZO, National Identity Card Number **77788899**, of P.O. BOX Number XYZ-00100, NAIROBI, in NAIROBI CITY COUNTY within the aforesaid Republic (hereinafter called “The Purchaser”) of the other part.

WHEREAS The Vendor is the registered proprietor as Grantee of all that land known as **L.R. NO.7777/35** situated within NYERI MUNICIPALITY, NYERI COUNTY measuring about (40.49) Hectares or One Thousand (100.0) Acres.(hereinafter referred to as the property)

AND WHEREAS The Vendor is now desirous of selling a Plot to The Purchaser at an agreed CONSIDERATION of KENYA SHILLINGS TWENTY FIVE MILLION, FIVE (say, KSH.2,500,000) ONLY

NOW IT IS MUTUALLY AGREED BY AND AS BETWEEN THE

PARTIES HERETO AS FOLLOWS:

1. **THAT** the balance of **KSH 20,00,000** shall be paid to The Vendor within Thirty (30) calendar days.
2. **THAT** The Vendor undertakes to apply and obtain some of the completion documents as the case may be, of the property to The Purchaser upon full payment of the purchase price.
3. **THAT** The Vendor undertakes to thereafter, sign TRANSFER documents in triplicate in favour of The Purchaser, to facilitate valid, legal and successful transfer and registration of the plot in his name.
4. **THAT** The Vendor has paid all due and outstanding land rent to THE COMMISSIONER OF LANDS and land rates to the relevant local authority (NYERI COUNTY GOVERNMENT), if any, for the property.
5. **THAT** The Purchaser has inspected the property/plot and has ascertained its physical condition and located and identified the position of the beacons on the ground.
6. **THAT** the property is sold on the basis of “as-is-where-is.
7. **THAT** The Purchaser shall pay the costs for this transaction.
8. **THAT** the property/plot is undeveloped.
9. **THAT** The Purchaser is at liberty to take possession of the plot.
10. **THAT** the legal fees herein shall be paid by the Purchaser.
11. **THAT** should The Vendor breach this agreement, he shall
refund the part of the purchase-money received being liquidated damages for breach of contract.
12. **THAT** should The Purchaser breach this agreement, he shall be refunded the part of the purchase price paid, **less** liquidated damages for breach of contract.
13. **THAT** time is neither here nor there to this transaction.
14. **THAT** The Law Society Conditions are not applicable to this transaction .



REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT
(CHAPTER 281)


CERTIFICATE OF TITLE

TITLE NUMBER I.R 666667

TERM: NINE HUNDRED AND NINETY NINE YEARS FROM 1.6.1913
ANNUAL RENT SHILLINGS 5,600/= (*Revisable*)

I HEREBY CERTIFY that FABULOUS MWEMA MAINA of Post Office Box Number 55581 NAIROBI in the Republic of Kenya pursuant to a Transfer registered as number IR 2020/18 is/ ~~are~~ now registered as proprietor (s) as Lessee(s) from the Government of the Republic of Kenya for the term of Nine Hundred and Ninety- Nine (999) years from the 1st day of June One Thousand Nine Hundred and Thirteen of **ALL** that piece of land situate North of Nyeri Township in the Nyeri District containing by measurement Fourty Decimal Four Nine(40.49) Hectares xxxxxxxxxxxx or thereabouts and being Land Reference Number 7777/35 (Original Number 5566/2/1) and is delineated on Land Survey Plan Number 185000 annexed to the said Transfer. SUBJECT however to the revisable annual rent of Shillings Five Thousand Six Hundred (Kshs. 5,600/=) and to the Acts, special conditions Encumbrances and other matters specified in the Memorandum hereunder written.

IN WITNESS whereof I have hereunto set my hand and seal this First (1st) day of May One Thousand Nine Hundred and Eighty One .


Registrar of Titles

MEMORANDUM

- (1)The Government Lands Act (Chapter 280)
- (2)The special conditions contained in transfer registered as IR 60000

666667/1
1st May 1981

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE

2. Transfer to June Weather Pesa for Kshs. 1,000,000/=

Presentation Number: 3550 Date of Registration 1st May 1990 Registrar 