

AGREEMENT FOR SALE

An agreement made on the 17th day of April 2012 between

1. SELLER/VENDOR: **IRENE NDILE MAITHYA**, Holder of Republic of Kenya Identity Card Number **14621004** and passport number **A721944** of **205 Bean Crescent, Ajax, Ontario, CANADA, L1T4K4.**

AND

PURCHASER:

HIGARI DE CHILDREN FOUNDATION Holder of Republic of Kenya Identity Card Number 02218105112009/0867/ Post Office Box Number 2425-90100 within the republic of Kenya.

2. PROPERTY: The property sold is **ALL THAT** land known as **MKS/Katheka-Kai Plot No. 146 'A'** situated at Machakos, Kathekakai within the republic of Kenya.
3. The interest is Leasehold/Freehold (tick whichever is applicable).
4. The purchase price for the said property is **Kenya Shillings One Million only (Kshs 1,000,000.00)** paid by a cash sum to the Seller/Vendor(s).
5. The sale is subject to the Law Society Conditions of Sale (1989) in so far as they are not inconsistent with the conditions contained in this Agreement or specifically hereby excluded.
6. The completion date is March 31st 2012 or **THREE (3)** months from the date hereof (whichever is earlier) as agreed between the parties.
7. The property is sold subject to acts, terms and conditions under which the Vendor holds the property but otherwise free from any encumbrance.

SPECIAL CONDITIONS

8. The Vendor undertakes to supply the Purchaser(s) with a share certificate/certificate of Land Ownership in their names on or before the completion date following the payment.
9. The Purchaser(s) having inspected the property have notice of the identity thereof and of its actual state and condition and take it subject to such state and condition.

- 10.No amendments or modifications of this agreement shall be valid or binding on any party unless the same are made in writing and are signed by the parties.
- 11.The property is sold in the same condition and state as seen by the Purchaser(s) prior to the signing hereof.
- 12.In the event the vendor is unable to complete for any reason whatsoever the Purchaser(s) shall be entitled to a refund of the monies paid together with interest thereon at 20% per annum and the Law Society conditions of sale accordingly amended.
- 13.In the event that completion is delayed beyond completion date for any reason outside the control of the Vendor, the parties may extend the time for a further 90 days.
- 14.The Vendor shall give possession of the property to the Purchaser(s) immediately upon signing of this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto the day and year herein before written.

SIGNED SEALED AND DELIVERED

By the Seller's appointed representative (under Power of Attorney) the said

Name: **LEONARD MUTUA MUEMA**

I.D No: **22119916**

Signature: *[Handwritten Signature]*-----)

Date: *23/04/2012*-----)

WITNESS:

Name: -----)

I.D No: -----)

Signature: -----)

Date: -----)

SIGNED SEALED AND DELIVERED

By the Purchasers the said

Name: *HEART OF CHILDREN FOUNDATION*-----)

I.D No: OP 218/051/2009/0167/5778)
Signature: [Signature])
Date: 23.04.2012)

WITNESS:

Name: Лусна Мумбул Мингсгил)
I.D No: 24978937)
Signature: [Signature])
Date: 23/4/2012)

-----**END**-----

To
VILLAGE OF HOPE CHILDRENS HOME
EASTLEIGH ESTATE MACHAKOS
1722
MACHAKOS 90100

Date : 11-APR-2012
Our Reference no : 040FT01121020001

Dear Sir / Madam,

We refer to your recent instructions for the transfer of funds as detailed below

Value Date : 11-APR-2012

Beneficiary :
/05706534953
/IRENE MAITHYA AND DANIEL M MUEMA

Institution :
TDOMCATTOR
TORONTO-DOMINION BANK, THE
TORONTO DOMINION TOWER
55 KING STREET WEST AND BAY STREET
TORONTO M5K 1A2



Please note we have debited your account 0401001468 as follows:

Exchange Rate : 1 CAD = KES 85.322698988851

Amount of Transfer : CAD 7,714.00

Equivalent Amount : KES 658,179.30

Total Amount Debited : KES 658,179.30

This is a computer generated advice and does not require a signature.

Please tick applicable option

Cash Deposit Loan Payment Credit Card Payment

Account Name PRISCILLAH NDUKU NZIMI

Account Currency Branch MACHAKOS Date 11/04/2012

Account / Loan / Credit Card No. 0151216828600

Amount in Words Two hundred and forty thousand shillings only.

For Bank Use Only

The Bank's machine validation will constitute acknowledgement of receipt of deposit.

01-512-168286-00 KES PRICILLA NDUKU NZIMI
 N 1320540 240.000.00 CD
 0067
 CASH DEPOSIT



Standard Chartered Bank Kenya Limited

These deposits and their payment are governed by laws in effect from time to time in Kenya and are payable only at the Standard Chartered Bank (SCB) Kenya branch where the deposits were made. SCB has the discretion to allow withdrawals at other branches in Kenya.

Notes	Qty	Amount
1,000		240,000 w
500		
200		
100		
50		
Others:		
Coins 20		
Coins 10		
Coins 5		
Coins 1		
Coins:		
Total		240,000 w

CSDS Ver 1.0

Beneficiary's Copy

M. H. Danu
 Deposited By/ Customer Signature
 Tel. No.: 0722246453