

Form No: _____

APPLICATION FORM FOR PURCHASER OF A HOUSING UNIT AT FAHARI ESTATE SITUATED ON LAND REFERENCE NUMBER 10426/14

APPLICATION FOR HOME: NO. _____ COURT _____

PLEASE NOTE:

- By completing this application form, you are deemed to be offering to purchase the Home from the Vendor. The Vendor shall have no obligation to sell the Home to you unless and until a legally binding agreement for lease is signed.
- The applicant shall be deemed to have sought legal advice before completing and executing this application form.

Part I – Personal Details

Individual Purchasers

Full name(s) of the purchaser(s) (as appears on the National ID/Passport) _____

Postal address _____ post code _____

Tel. Nos. _____ Mobile _____

E-mail address _____

Please attach certified true copies of the following:

- (i) ID/Passport;
- (ii) PIN certificate; and
- (iii) Three (3) coloured passport size photographs.

If more than one applicant, please provide the above information and documents for each applicant.

Corporate Purchasers

Full name of the Company _____

Postal address _____ post code _____

Tel. Nos. _____ Mobile _____

E-mail address _____

Contact person for this transaction _____

Please attach certified true copies of the following documents:

- (i) Certificate of Incorporation and Memorandum & Articles of Association of the Company;
- (ii) PIN certificate of the company;
- (iii) ID/Passports of the directors who will witness the execution of the agreement for lease and the lease;
- (iv) PIN certificates of the directors who will witness the execution of the agreement for lease and the lease; and
- (v) Three (3) passport photographs for each of the directors who will witness the execution of the agreement for lease and the lease (names indicated at the back); and
- (vi) Resolutions from the board of directors of the Company authorizing the company to purchase the Home.

Part II – Financial Details

Good faith deposit of K.Shs. 50,000/= paid vide bankers cheque No. _____ drawn on _____ Bank.

Payment of the purchase price: (tick where applicable)

Cash buyer

Financed

Section I: Requirements in financed transactions

Fahari Embakasi Limited and Standard Chartered Bank Kenya Limited have come together to offer prospective purchasers loans at competitive rates subject to meeting the qualification criteria and any other terms that Standard Chartered Bank may impose. Should you wish to obtain financing from Standard Chartered Bank Kenya Limited, please complete Section II below.

If you are obtaining financing from another bank or mortgage finance institution, please complete Section III below.

Section II: Financed by Standard Chartered Bank of Kenya Limited*

For individual purchasers:

Name and address of Employer: _____

In addition to the documents provided pursuant to Part I above, please attach the following:

- (i) Copy of ID;
- (ii) Copy of Passport;
- (iii) Two (2) passport size photographs;
- (iv) Three (3) recent pay slips; and
- (v) Certified statement from current banker for the last six (6) months.

Please note that you will be required to take up a life insurance cover with Pan African Life Insurance Limited.

For corporate purchasers:

In addition to the documents provided in Part I above, please provide the following:

- (i) Copy of Certificate of Incorporation;
- (ii) Copy of the Memorandum & Articles of Association; and
- (iii) Annual tax return of the Company.

* [*Standard Chartered to confirm*]

Section III: Financed by other bank or mortgage finance institution

Name of institution and branch: _____

Name of Relationship Manager (if applicable): _____

Tel. Nos: _____

N/B: The Vendor has a standard form undertaking which it will require from the financier.

Section IV: Legal fees and disbursements

All legal fees and disbursements as per Schedules I and II shall be paid on return of the signed agreement for lease by way of a banker's cheque made in favour of Anjarwalla & Khanna Advocates.

The legal fees shall be deemed utilized upon the Vendor's Advocates availing the engrossed agreement for lease for execution.

All charges and costs for connection of utilities shall be borne by the purchasers directly. The Vendor will only assist and coordinate where necessary but shall not assume that responsibility.

Part III – Agreements

- If the Vendor accepts this application form, the engrossed agreement for lease and sublease for execution with all particulars completed shall be availed to the Purchaser. Until this application form is accepted by the Vendor and the good faith deposit paid, the Vendor shall not be obligated to reserve the Home(s) applied for by the applicant. Acceptance shall only be deemed to occur when the Vendor's Advocates dispatch the

agreement for lease and the sublease for execution by the Purchaser. The executed agreement for lease and sublease (together) shall be returned duly executed within seven (7) days (or such other period as the Vendor may in its sole discretion determine) of dispatch otherwise the Home may be availed to another purchaser and the good faith deposit shall be forfeited.

- The agreement for lease and sublease shall be in the form of the attached drafts which are standard for all purchasers.* No amendments or changes save for typographical errors shall be entertained to suit any special requirements of a prospective purchaser.

* A pro forma agreement for lease and sublease are also available from our website www.fahariestate.com.

Part IV – Acceptance

I/We the undersigned hereby confirm as follows:

- That I/We shall abide by all the terms and conditions of this application form and understand that this application form, once accepted by the Vendor is legally binding.
- That the information provided herein is true and that any changes to such information shall be immediately notified to the Vendor's Advocates in writing.
- That I/we have read and had explained to us all the terms and conditions set out in the agreement for lease and the sublease and understand the same and I/we hereby confirm my/our agreement to the draft agreement for lease and sublease without any amendments (save for typographical errors highlighted (if any)).
- The Vendor shall be under no obligation to process or approve this application form unless all the information is filled in and this application form executed in accordance with the provisions of this application form.
- All errors occasioned as a result of any incorrect information provided by the Purchaser may be corrected at a separate cost to be borne by the Purchaser.
- I/We understand that until this application form is accepted by the Vendor and the good faith deposit paid, the Vendor shall not be obligated to reserve the Home(s) applied for by the applicant. Upon such acceptance, the Home shall be reserved for the Purchaser for only seven (7) days from the date of dispatch otherwise the Home may be availed to another purchaser and the good faith deposit shall be forfeited.
- In the event that this application form is not accepted as aforesaid by the Vendor through no fault or default on the part of Purchaser, the good faith deposit paid will be refunded within fourteen (14) days and the Purchaser will have no other rights against the Vendor whatsoever.

If individual:

Signed by the said: _____ Signature _____

Signed by the said: _____ Signature _____

Signed by the said: _____ Signature _____

Signed by the said: _____ Signature _____

In the presence of

Advocate

If corporate purchaser:

Sealed with the Common Seal of the Purchaser]
in the presence of:]

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Director]

-----]
Director/Secretary]

Dated this _____ day of _____ 200_____

Notes:

1. Where more than one applicant fills this application form, the form must be signed by all the applicants.
2. Execution must be witnessed by an Advocate and stamped **with the official stamp** of the Advocate.

Part V – For official Use Only

Date of Return of Application Form	_____ day of _____ 2008
Confirmed Purchase Price	K.Shs.[]
Confirmed Part I	<u>Individuals</u> ID/Passport copy(ies) _____ P.I.N copy _____ P. photos (3) _____ <u>Corporate</u> COI & M&A _____ PIN copy _____ ID/Passport copy (D) _____ ID/ Passport copy (D) _____ PIN copy (D) _____ PIN copy (D) _____ Passport photos (6) _____
Confirmed Part II	
GF deposit	K.Shs. [] _____
LF	K.Shs. [] _____
Confirm acceptance (part IV)	_____
Checked by	
Authorized by:	_____

SCHEDULE OF FEES AND DISBURSEMENTS

SCHEDULE I – FEES PAYABLE BY EACH PURCHASER (INCLUDES JOINT PURCHASERS)

ITEM	PARTICULARS	APPROXIMATE AMOUNT
1.	Legal fees for: <ul style="list-style-type: none">• Preparation of agreement for lease, preparation of sublease, registration of the sublease, valuation for stamp duty and completion of registration.• Incorporation of and allotment of shares and issuance of share certificate in the Management Company.	[]* K.Shs.5,000/=
	VAT (at the prevailing rate of 16%)	[]
	Total fees chargeable	[]

SCHEDULE II – DISBURSEMENTS PAYABLE BY EACH PURCHASER

ITEM	PARTICULARS	APPROXIMATE AMOUNT
1	Approximate stamp duty @ 4% for each of the sublease (subject to assessment by the chief Government Valuer). <i>* This is a tax payable to the government on purchase of property</i>	[]
3	Registration of floor plans	[]
4	Approximate registration costs for the sublease and the reversionary interest and miscellaneous	[]
7	Cost of purchase of 1 share in the management company	K.Shs.100/=
9	Approximation of three month's service charge @ K.Shs. [] per month	[]
	Totals disbursements	[]

* This is amount is an estimate. The precise fees are to be determined in accordance with the Advocates Remuneration Order.