NTHAKALANDS LTD

Kenya's Agricultural Land Marketplace

AGENCY – LANDOWNER AGREEMENT

To Facilitate the leasing of the agricultural property described herein

Date: _____

BETWEEN:

NTHAKALANDS LIMITED ("the Agent") Kabete, Kenya
Telephone: +254 182 884040
Email: sales@nthaka.co.ke
Website: www.nthaka.co.ke

AND

The Landowner / Authorised Representative ("the Owner")

Name: _____
National ID / Passport No.: _____
KRA PIN: _____
Postal Address: _____
_____
Telephone: _____
Email: _____

Capacity: (tick as applicable)

☐ Registered Owner
☐ Director (Company)
☐ Power of Attorney Holder
☐ Estate Administrator
☐ Other: _____

1. APPOINTMENT

The Owner hereby appoints NTHAKALANDS Limited as authorised agent to:

- Market and advertise the property
- Introduce prospective lessees
- Negotiate commercial terms
- Coordinate due diligence

2. PROPERTY DETAILS

Land Reference (LR) No.: _____

Title Number: _____

County: _____

Sub-County: _____

Ward: _____

Village / Locality: _____

Google Pin / GPS Coordinates: _____

Total Parcel Size (acres): _____

Available for Lease (acres): _____

Encumbrances (e.g. charged to Bank/SACCO, Caution/Restriction etc.) _____

Current Land Use: (tick as applicable)

☐ Coffee ☐ Tea ☐ Avocado ☐ Macadamia
☐ Dairy ☐ Horticulture ☐ Cereals ☐ Livestock
☐ Mixed Farming ☐ Vacant Land ☐ Other: _____

Water Source:

☐ River ☐ Borehole ☐ Dam
☐ Irrigation ☐ Rain-fed ☐ Other:
_____

Road Access:

☐ Tarmac ☐ All-weather Road ☐ Seasonal Road

Electricity Available: ☐ Yes ☐ No

Buildings on Site:

☐ Workers Houses ☐ Store ☐ Factory
☐ Office ☐ None

Other Improvements:

_____

_____

3. LEASE TERMS

Preferred Lease Period: _____years

Minimum: _____years Maximum: _____years

Expected Annual Lease Price:

☐ KES _____per acre per year

☐ OR Total Annual Rent: KES _____

Payment Preference:

☐ Annual ☐ Semi-Annual ☐ Quarterly

Other Conditions:

_____

4. AUTHORITY GRANTED TO NTHAKA

The Owner authorises NTHAKALANDS Limited to:

- Advertise the property through digital and physical marketing channels
- List the property on the NTHAKA platform and affiliated marketing channels
- Take photographs, drone footage, videos, and marketing materials
- Arrange and coordinate site inspections
- Receive enquiries from prospective lessees
- Conduct preliminary negotiations
- Coordinate land searches and due diligence
- Introduce lawyers, surveyors, valuers, and other professionals where required
- Facilitate drafting of transaction documents
- Facilitate execution of lease documentation
- Assist in post-agreement coordination between the parties

The Agent shall not execute any lease agreement on behalf of the Owner under any circumstances.

5. OWNER'S WARRANTIES AND DECLARATIONS

The Owner warrants and declares that:

- They are the lawful owner of the property or duly authorised representative of the owner
- They will cooperate in obtaining Land Control Board consents and other relevant completion documents
- They indemnify the Agent (Nthakalands Limited) from any losses arising from defects in title, Owner’s breach and failure to obtain the necessary completion documents
- All information provided herein is true and accurate
- The property is available for lease unless otherwise disclosed
- All material facts affecting the property have been disclosed
- The Owner will notify NTHAKALANDS Limited of any changes affecting the property or this agreement

6. AGENCY STATUS

☐ Exclusive Agency
☐ Non-Exclusive Agency

If non-exclusive, the Owner may appoint other agents. However, any lease concluded with a prospective lessee introduced by NTHAKA remains subject to commission under this agreement.

7. COMMISSION & FEES

The Owner agrees to pay NTHAKALANDS Limited a Finder's Fee in terms of percentage or total amount equivalent to _____ _____, payable immediately upon execution of the lease agreement.

- The fee is earned upon successful introduction of a lessee and conclusion of the transaction
- Legal fees, due diligence costs, survey charges, government fees, and other transaction costs are paid by the responsible party unless otherwise agreed

8. NON-CIRCUMVENTION

The Owner agrees not to directly or indirectly negotiate or conclude a lease with any prospective lessee introduced by NTHAKA during the term of this agreement or within **12 months after its expiry**, without involving NTHAKA.

If this occurs, the Owner remains liable for the full finder's fee as stipulated in Clause 7.

9. DUE DILIGENCE

The Owner agrees to cooperate with and facilitate:

- Official Land Registry searches
- Verification of ownership documents
- Site inspections
- Boundary verification
- Survey verification
- Environmental or agricultural assessments

10. TERM OF AGREEMENT

This Authority shall remain valid for **12 months** from the date of execution unless terminated earlier in accordance with Clause 11.

Renewal of this agreement must be in writing and signed by both parties.

11. TERMINATION

Either party may terminate this agreement by giving **30 days' written notice** to the other party.

Termination does not affect NTHAKA's right to commission for any prospective lessee introduced before termination or within the 12-month protection period specified in Clause 8.

12. CONFIDENTIALITY

Both parties shall keep all commercial information obtained during the course of this agreement strictly confidential, unless disclosure is required by law or written consent is given by the other party.

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the **Republic of Kenya**.

Any disputes shall first be resolved through negotiation. If unresolved, the parties shall pursue mediation, and if necessary, the competent courts of Kenya.

14. ENTIRE AGREEMENT

This agreement supersedes all prior discussions, representations, and agreements between the parties. Any amendments must be made in writing and signed by both parties.

15. EXECUTION

The Parties confirm that they have read, understood, and voluntarily agree to the terms and conditions contained in this Agreement.

FOR NTHAKALANDS LIMITED

Name: _____

Designation: _____

Signature: _____

Date: _____

Official Stamp:

WITNESS

Name: _____

National ID No.: _____

Signature: _____

Date: _____

LANDOWNER / AUTHORISED REPRESENTATIVE

Name: _____

Signature: _____

Date: _____

WITNESS

Name: _____

National ID No.: _____

Signature: _____

Date: _____

SCHEDULE A – PROPERTY ATTACHMENTS

The following documents shall form part of this Agreement where available:

☐ Copy of Title Deed

☐ National ID / Passport

☐ KRA PIN Certificate

☐ Certificate of Incorporation – if owner is a company

☐ Board Resolution / Authority to Sign – where applicable

☐ Power of Attorney / Grant of Representation – where applicable

☐ Property Photographs

☐ Google Maps Pin / GPS Coordinates

☐ Survey Plan / Mutation Map – if available

☐ Other Supporting Documents: _____

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