

DIASPORA UNIVERSITY TOWN

TOWN HOUSE INVESTMENT & DEVELOPMENT AGREEMENT (THIDA)

INTRODUCTION & DEVELOPER TERMS

1. Introduction

- 1.1. This Town House Investment and Development Agreement (THIDA) is for developing Diaspora University Town as per Master Development Plan and in accordance with:
 - a. Kenya Constitution 1 and Chapter 4 Bills of Rights.
 - b. The Institution Town Development Plan approved by Taita Taveta County in accordance with Kenya Constitution 185 (4)
 - c. The Strategic Environment Assessment (SEA) done in accordance with Kenya Constitution 42.
- 1.2. This agreement is executed by the person signing and Diaspora University Trust.

2. Townhouse Developer Terms

- 2.1. The Developer of the Townhouse is the person signing this agreement.
- 2.2. The Developer shall invest Kshs 750,000 under the terms of this agreement as Townhouse Developer's Capital for every townhouse developing.
- 2.3. An individual Developer can develop a maximum of 4 units.
- 2.4. Each investment shall be allocated a plot measuring approximately 50ft x 100ft.
- 2.5. The money shall be deposited in a Diaspora University Trust account.

PLOT ALLOCATION AND TOWNHOUSE DEVELOPMENT

3. Townhouse Developer File

- 3.1. A Developer file shall be created by this agreement and issued a number.
- 3.2. Hereinafter the file is referred to as "Developer file"
- 3.3. The Developer file shall contain documents relating to the development as follows:
 - a) A Copy of this Agreement
 - b) Confirmation of Amount Received (*Clause 2.2*)
 - c) Copy of Plot/House allocation Certificate.
 - d) Plot - House Design & Construction Plan (*Clause 4, 5 & 6*)
 - e) House Development Cost (HDC) and Mortgage (*Clause 10*)
 - f) House Lease, Property Fees (*Clause 11, 12, 13 & 14*)
- 3.4. The Diaspora University Trust and the Developer shall each establish a file.
- 3.5. An independent legal firm shall offer consultancy for a fee when the legal firm is consulted on the Developer file.

4. Plot, Townhouse Design-Build, Finance & Development Plan

- 4.1. The plot is a 50ft x 100ft design with 60ft streets.
- 4.2. The streets connect to 100ft avenues of double roads.
- 4.3. The townhouse design is a two story building with 4 bathrooms and 5 bedrooms that can be applied as a double or single house.
- 4.4. The designs of the plot/s, townhouse/s and infrastructure is by professional designers and consultants licensed in Kenya.
- 4.5. Diaspora University Trust is organizing the construction through a Design-Build plan.
- 4.6. Diaspora University Trust is establishing finance for the Design-Build work.
- 4.7. The House Development Cost (HDC) for a completed house shall include:
 - a) House Construction Cost
 - b) Public Infrastructure (Roads, Sewage, Street Lights, Cable and Wi fi) Costs
 - c) Development and Finance Costs

5. Townhouse Power Generation

- 5.1. The townhouse design allocates the fitting of renewable solar power to supply the house, supply Diaspora University and the town.
- 5.2. The development and management of the power supply shall be done by a Company.

6. Development Period

- 6.1. The Development is ongoing.
- 6.2. The development period is set to end when the Diaspora University first class enrolled for a four year degree program completes the 4 year program and graduates.
- 6.3. The Development Period is for the development and sustenance of the university, environment rights, economic and social rights and children rights.
- 6.4. This Agreement Development Period starts when the Developer Capital (*Clause 2.2*) is transferred to the Diaspora University Trust account and shall end as set in Clause 6.2.

7. Diaspora University Trust Rights during Development Period

- 7.1. Diaspora University Trust has the sole rights to develop or provide for the development of every plot and townhouse allocated by this agreement during the Development Period in accordance with the Master Development Plan and terms set in this agreement.
- 7.2. Diaspora University Trust shall be the only buyer of completed house during the Development Period.
- 7.3. Diaspora University Trust shall be the only lessee of all completed houses during the Development Period.

8. Refund of Investment Amount during Development Period

- 8.1. A Townhouse Developer through this agreement can be refunded their capital in case of a medical emergency requiring the money.
- 8.2. The refund shall constitute the transfer of the developer file rights to Diaspora University Trust.
- 8.3. The Trust shall deduct an amount equivalent to 10% of the capital amount for every townhouse the developer was developing.

9. Developer File Transfer before house completion during Development Period

- 9.1. A developer has the right to transfer their developer file during the developed period.
- 9.2. The Trust legal firm shall establish a legal transfer document and witness the signing of the transfer and payment documents.
- 9.3. The person transferring shall pay the firm legal fees.

10. House Development Cost and Mortgage

- 10.1. The House Development Cost (HDC) (*Clause 4.7*) shall be paid in Cash by the Townhouse developer or through an establishment of a Mortgage.
- 10.2. The Diaspora University Trust shall facilitate the development of a Mortgage with mortgage issuing finance companies based on best terms available in market.
- 10.3. In development and establishing a mortgage based on House Development Cost (HDC) becoming a mortgage, the Diaspora University Trust lease agreement shall on a best endeavor basis be established such that the lease amount per month by Diaspora University Trust substantially covers the monthly mortgage payment.

11. Completed Townhouse Sale during Development Period

- 11.1. During the Development Period the only buyer of the completed townhouse shall be the Diaspora University Trust.
- 11.2. The Diaspora University Trust, Board of Trustees shall set the house buying price.
- 11.3. Where the Developer cannot pay for a completed house or be issued a mortgage (*Clause 10.1*); the Trust shall take up the house and pay the developer the difference between the buying price (*Clause 11.2*) and the house development cost (*Clause 10.1*)
- 11.4. Restrictions in this article shall end at the end of the Development Period.

12. Completed Townhouse Occupancy during Development Period

- 12.1. The Owner of the house can occupy his or her house.
- 12.2. The Diaspora University Trust will lease all houses unoccupied by the Owners and will be the only entity leasing the houses during the Development Period.
- 12.3. The Diaspora University Trust shall lease a house at an amount set by the Board of Trustees.
- 12.4. The amount set shall on a best endeavor basis be such that the lease substantially covers the mortgage (*Clause 10.3*) and property service fees (*Article 14.*)

13. Townhouse Rights after Development Period

- 13.1. The Owner not occupying the house can sell property at market price after the end of the development period.
- 13.2. The Owner will establish a lease agreement with the current tenant.

14. Property Service Fees

- 14.1. All property shall pay property service fee once completed that shall be applied in the town management and environment sustenance.
- 14.2. During the Development period, the fees shall be set by the Diaspora University Trust.
- 14.3. After the Development period the property service fees shall be reviewed and set by the town administration body with approval of town property owners, business owners and residents in accordance with applicable Laws.

15. University Town Management during Development Period

- 15.1. All public areas, roads, infrastructure and properties developed to sustain the University and Town shall be managed by the Diaspora University Trust during the Development period.
- 15.2. The management includes setting up systems and budgets of: environment sustenance, security, clean water, sewer, storm water, roads maintenance, road usage, safety and other public rights.

16. University Town Management post Development Period

- 16.1. After the Development Period, the Town management and sustenance system developed shall be transferred to the Town residents and property owners through applicable laws and the legislated town management system.

ENERGY CORPORATION

17. Energy Corporation

- 17.1. Diaspora University Trust shall lead the establishment of an energy production and supply plan that shall be implemented by an energy corporation.
- 17.2. Every Townhouse shall become an energy producer.

17.3. The energy produced shall supply the townhouses, university, town properties, town businesses and other consumers. .

DEVELOPER DECLARATION

18. Declaration

- 18.1. By writing my name, signing and filing this agreement I declare I have read, understood, and accepted all terms as written.
- 18.2. I understand that by executing this agreement I am becoming a Diaspora University Town founder and Townhouse Developer through this agreement.
- 18.3. I understand the total development costs, as follows:
- a) Developer Capital (Plot Allocation) Kshs 750,000 (*Clause 2.2*)
 - b) House Development Cost (*Clause 4.7*)
- 18.4. I will put in **Kshs 750,000** for _____ unit/s (*Max 4*) a total of Kshs _____
Equity Bank
Diaspora University Trust.
Account **055027930511**
- 18.5. Dispute Resolution
I understand that where a dispute arises under this agreement, the dispute can be referred by either party to arbitration in accordance with the Arbitration Act (1995) or any amendment thereto or any other statutory provision for the time being in force applicable hereto. Or either party may approach the Chartered Institute of Arbitrators (Kenyan Chapter). The Arbitrator's award shall be final and binding on the parties hereto and may be enforced through Court proceedings in a court of competent jurisdiction in Kenya.
- 18.6. Governing Law
I understand this agreement is governed by and construed in accordance with Kenyan Law.

Name _____

Address _____

Email _____ Telephone _____

Next of Kin _____ Telephone _____

Sign _____ Date _____

Referred by or Agent

Diaspora University Trust. Sign & Stamp.

A copy will be emailed back for opening file once stamped.