Schedule Linking Development Top Up Accounts to Contract Notices

Educational sample 064 | Environment and Land Court at Nairobi

Educational reconstruction based on a reported Kenyan decision. This is newly drafted text, not an original court filing, not a matter handled by our team, and not proof that a sample argument succeeded. Parties, parcels and identifying case details in the specimen are replaced with bracketed fields. Do not sign, swear or file it without checking your facts, jurisdiction, applicable rules and court directions.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIROBI

CASE OR APPLICATION NO [insert appropriate reference]

[APPLICANT OR CLAIMANT] v [RESPONDENT OR DEFENDANT]

EVIDENCE SCHEDULE

1. This schedule identifies the documents necessary to test the disputed increase in project contribution. It is filed or exchanged according to [applicable disclosure directions]. It is not proof that the additional contribution was due.

2. D1. Signed project development agreement: mark the original KES 8,700,000 contribution and the complete estimated-cost adjustment clause. Record the parties to each obligation.

3. D2. Site excavation and foundation records: identify contractor, invoice date, work described, payment proof and the project ledger entry. Distinguish a factual cost item from an expert opinion about its necessity.

4. D3. Materials invoices and payments: identify the relevant project period and allocate expenditure to this development. Exclude unrelated project expenditure and duplicate invoices.

5. D4. Cashbook and income/expenditure accounts: state who prepared the records, their source documents and the period covered. Show opening balance, contributions received, expenditure and closing balance; explain reconciliation differences.

6. D5. Top-up demand and calculation: record the actual demanded sum, communication date, delivery evidence and the allocation method among contributors. Where correspondence uses different figures, preserve the originals and explain their respective purpose.

7. D6. Plaintiff’s response and correspondence: identify whether the dispute concerned authority to adjust, cost calculation, penalty, consultation or timing. D7. Notice dated 17 April 2015: identify its contractual basis, seven-day period and receipt evidence.

8. D8. Termination and resale records: distinguish the date of termination, sale agreement, transfer and current purchaser’s interest. D9. Refund and alternative-unit records: distinguish an offer from an actual payment and consider privilege before disclosure.

9. The party producing these records identifies the responsible witness and any required electronic-record certification. Missing records are marked as missing. An asserted top-up is not reconstructed by simply subtracting the investor’s original payment from a later sale price.

DATED at [place] on [date]. [Signature of party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected party and address].

Use and evidence notes

This schedule addresses cost transparency and contractual notice, different issues from the auction-refund evidence list. Do not treat undisputed bookkeeping as conclusive proof of contractual power to increase contributions.

Source and procedural limits

An investor paid KES 8,700,000 under a project development agreement. The developer required a further contribution, invoking a clause dealing with estimated project costs. The investor disputed the top-up and penalties. A notice dated 17 April 2015 preceded termination and resale of the unit. Project accounts, additional excavation and materials costs were discussed in evidence.

The Court accepted the contractual basis for cost adjustment and termination and refused specific performance of the unit already resold. It ordered refund of KES 8,700,000 with interest from seven days after the termination notice and awarded half the costs. The reasons refer to different top-up figures; a specimen must identify the actual demand rather than harmonise them by invention.

Read the project’s price-adjustment and termination provisions as a whole. Distinguish lawful adjustment from proved deductions and distinguish a refund remedy from an order affecting a later purchaser. A requested interest date or contractual penalty is not necessarily the date or rate ultimately awarded.

[2024] KEELC 3450 (KLR) — 24 April 2024. Source: https://new.kenyalaw.org/akn/ke/judgment/keelc/2024/3450/eng@2024-04-24

The linked original judgment may identify parties. This public specimen omits their names. Historical allegations are not presented as established facts. A different result in your own proceedings is possible.