



TECHNICAL UNIVERSITY OF MOMBASA

SCHOOL OF BUSINESS

DEPARTMENT OF BUSINESS ADMINISTRATION

UNIVERSITY EXAMINATION FOR:

BACHELOR OF BUSINESS AND OFFICE MANAGEMENT

BSC 4406: LEGAL DOCUMENT PROCESSING

END-OF-SEMESTER EXAMINATIONS

SERIES: APRIL 2025

TIME: 2 HOURS

DATE: APRIL 2025

Instructions to Candidates

You should have the following for this examination

-Answer Booklet, examination pass and student ID

This paper consists of **ALL** questions (**Compulsory**).

Do not write on the question paper.

Instructions to Candidates

1. You should have the following for this examination
-Answer Booklet, examination pass, and student ID
2. This paper consists of **FOUR** questions. Attempt ALL questions.
3. Do not write on the question paper
4. Read the instructions of each TASK carefully.
5. Create a FOLDER (Your Registration Number) where you will save ALL the TASKS.
6. Any problem with the computer should be reported to the invigilator immediately.
7. Insert your registration number as a header in each task.
8. Print on one side of the paper(s) only and use a fresh sheet of paper(s) for each document.

Task ONE (10 marks)

Instructions

1. Key in the following Affidavit and display it appropriately.
2. Save the document as **TASK 1** to print out later.

REPUBLIC OF KENYA

IN THE MATTER OF: OATHS AND STATUTORY DECLARATION
(UNDER CAP 15 LAWS OF KENYA)

IN THE MATTER OF: THE LOSS OF A KENYAN PASSPORT

AFFIDAVIT IN SUPPORT

I, ASHRAF OPIYO KALUMA of Post Office Box Number 84187-80100, MOMBASA in the Republic of Kenya do hereby make oath and solemnly state as follows: -

1. THAT I am a male adult of sound mind and holder of a Kenyan National Identity Card Number 3797623. Annexed hereto is a copy thereof. 2. THAT on 16/04/2024 I lost/misplaced my Kenyan Passport Number A23846 and I have since not been able to trace it. Annexed hereto is a copy thereof. 3. THAT my effort to trace the same has been fruitless and I have reported the matter to Central Police Station on 13/05/2024 where I have been issued with a Police Abstract No. 20/05/09/2024. Annexed hereto is a copy of the same. 4. THAT I am now declaring my said Kenyan Passport to be lost. 5. THAT I swear this affidavit in support of my request to be re-issued with a new passport and in support of my application to that effect. 6. THAT what is deposed to herein is true to the best of my knowledge, Information and belief

SWORN at MOMBASA this

day of 2024.

By the said: ASHRAF OPIYO KALUMA

Before me:

DEPONENT

COMMISSIONER FOR OATHS

DRAWN BY:

A.M. MOKUA & COMPANY,
ADVOCATES,
BIMA TOWERS BUILDING, 4TH FLOOR,
P.O. BOX 38264 -80100
MOMBASA.

TASK TWO (20 MARKS)

Instructions

1. Key in the following transfer document.
2. Save it as **TASK 2** to print out later.

RAYMOND FIKIRINI JOSEPH REPUBLIC OF KENYA

AGREEMENT FOR SEVERANCE OF JOINT OWNERSHIP

AN AGREEMENT made this day of 2024.

BETWEEN

LYNN LAVENDER MARUBE of P.O. BOX 22732-80100, Mombasa in the Republic of Kenya
(Which expression shall where the context so admits include her representatives, nominees, and assignees) of the one part;

AND

JOSEPH KEAH KAINGU of Post Office Box Number 23802-80100, **MOMBASA** in the Republic of Kenya (Which expression shall where the context so admits include his successors in title, nominees, and assignees) of the other part;

"Hereinafter referred to as "the parties"

WHEREAS

- i) LYNN LAVENDER MARUBE & JOSEPH KEAH KAINGU are the joint owners on a 50:50 basis of the premises standing on a portion of parcel No. 1234/Section II/Mainland North, Bamburi measuring approximately 12.6" feet by 13" feet.
- ii) The premises initially consisted of a Butchery Shop.
- iii) LYNN LAVENDER MARUBE & JOSEPH KEAH KAINGU have now developed the premises to include a Cafeteria.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. That the parties, LYNN LAVENDER MARUBE & JOSEPH KEAH KAINGU hereby agree to sever the joint ownership and to have the property apportioned between the two parties and thereafter to own their respective portions as sole proprietors.
2. That the premises shall be apportioned as follows:

- a) **LYNN LAVENDER MARUBE** shall henceforth own as a sole proprietor the Butchery Shop standing on a portion measuring together with the working tools, furniture, fixtures, and all or any other movables thereon.
- b) **JOSEPH KEAH KAINGU** shall henceforth own as a sole proprietor the Cafeteria standing on a portion measuringwithout any fixtures and/or movable properties.

The parties agree that the furniture, working tools, and/or any other movables and fixtures in the Cafeteria shall be removed and taken by **LYNN LAVENDER MARUBE**.

3. That **LYNN LAVENDER MARUBE** shall have a grace period of two (2) months from the date hereof within which to hand over the Cafeteria to **JOSEPH KEAH KAINGU** in vacant possession.
4. That thereafter each of the parties shall be free to lease, sell, dispose of, develop, transfer, and/or deal with their respective premises as they shall deem fit.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto as of the day and year first hereinabove written.

SIGNED by the said

LYNN LAVENDER MARUBE

In the presence of: -

ID/NO.

SIGNED by the said

JOSEPH KEAH KAINGU

In the presence of: -

ID/NO.

DRAWN BY: -

COMMISSIONER FOR OATHS

DRAWN BY:

**A.M. MOKUA & COMPANY,
ADVOCATES,**

**BIMA TOWERS BUILDING, 4TH FLOOR, .
P.O. BOX 38264 -80100**

MOMBASA.

Task THREE (20 marks)

Instructions

1. Key in the following Sale Agreement on A4 portrait paper.
2. Save it as **TASK 3** in the (Student Folder) to print out later.

Agreement of sale

an agreement made the _____ (today's date)
BETWEEN KIMANI WA KANYAKI, ID Number 589024,
of Salama Traders of Post Office Box 90281,
MOMBASA, (hereinafter referred to as "The
Vendor") of one part and WELLINGTON ORONJE,
ID Number 78015, of Coast Clearing and
Forwarding Agent of Post Office Box 63,
"Malindi" (hereinafter referred to as
"The Purchaser") of the other part.
WHEREBY IT IS MUTUALLY AGREED as follows:

3. That the Purchaser now takes immediate
possession of the said MOTOR VEHICLE upon
execution of this AGREEMENT, the purchase
Price having been fully paid.

1. That the Vendor hereby sells to the Purchaser
MOTOR VEHICLE registration number KZJ
723Y, Toyota Rav4, 5-door, chassis number
HB893421. 2. That upon confirmation that
the MOTOR VEHICLE is of clean record, and
in CONSIDERATION of the sum of _____

KENYA SHILLINGS SIX HUNDRED FIFTY THOUSAND
(KSH 650,000), the Vendor now CONVEYS the
said MOTOR VEHICLE to the Purchaser.

IN WITNESS whereof the parties hereto
have hereunto set their hands and seal
this _____ (today's date) _____ day of _____

SIGNED by the said)
KIMANI WA KANYAKI)
In the presence of)

SIGNED by the said)
WELLINGTON ORONJE)
In the presence of)

Task FOUR (20 marks)

Instructions

1. Display the following SPECIFICATION attractively on A4 portrait paper.
2. Endorse the document.
3. Save it as **TASK 4** in the (Student Folder) to print out later.

Specification of works to be done and materials needed for drilling a deep fresh-water well in Mitunguu Division of Meru District for Messers. David Kinoti and Sons.

John Munene,
Eastern Rotary Drillers Ltd.,
P.O. Box 65498,
Embu.

Date

Preliminaries

CC/ SITE

/1

TS/

It is situated on the Southern slopes of Mount Kenya, 3 km south of the Embu/Meru road. Geological tests have shown the presence of a large underground reservoir this under site.

CONTRACTOR The contractor will provide all the necessary equipment such as: two pick-up trucks, bulldozer, motor grader, medium size mixer, a heavy duty drill and a portable power generator among others to facilitate the execution of the contract. He should also provide the technical personnel.

TS/

SCOPE

The contract work includes: bush clearing and construction of the access road. Transportation of heavy equipment, construction of temporary site offices and residential houses for the drilling crew.

TS/

³
WORK OF ORDER
₂

The whole operation will occupy a period of three months. All the material must be strictly given the prescribed treatment and all specifications must be adhered to.

insert
"A"

NOTES AND FEES It will be the contractors responsibility to notify the local community of any

• 1 of 2

u.c/ Water and Sanitation The contractor must provide clean water for worker's use. He should provide pit latrines and or septic tanks to facilitate acceptable sanitation conditions.

stet/ INSPECTION
Which/

~~The client should provide a competent inspection team, which will be continuously inspecting the work, and give advice accordingly.~~

End of Preliminaries

EXCAVATOR AND CONCRETOR

EXCAVATE

N.P/

u.c/

The contractor must excavate and drill not less than 450 feet in order to break the rock and get the fresh-water reservoir. [This must be done under close supervision by the contractor and will be inspected by the Chief engineer.

SAND

The sand used for the construction of the temporary site offices, residential houses and well must be approved by the Chief engineer.

CEMENT

The cement to be used for the above work must be of high-quality and approved by the Kenya Bureau of Standards.

End of Excavator and Concretor

SHAFT-STIFFENING The shaft is lined with 40 mm plastic pipes of the specified grade.

SLAB

High quality sand and good quality cement together with special water-proof cement should be employed in the construction of the top slab. ~~which is to be constructed carefully in the order of~~

End of Contractor

"A" potential dangers the employed processes may entail and advise on safety precautions. He should also pay to the local authority any fees that may be required.

2 of 2