



## **AGREEMENT FOR SALE**

**THIS AGREEMENT** is made on this ..... day of ..... Two Thousand and Twenty BETWEEN (**SELLER**) of P.O. Box \_\_\_\_\_, Nairobi in the Republic of Kenya (hereinafter referred to as the "Vendor") AND (**BUYER**) (ID. NO \_\_\_\_\_) Nairobi in the Republic of Kenya (hereinafter referred to as the "Purchaser")

WHEREAS the VENDOR is the proprietor of land parcels known as (**PARCEL NUMBER**) measuring approximately \_\_\_\_ HA or thereabout and situate within (NAME) District of the Republic of Kenya (hereinafter referred to as "the Property").

**AND WHEREAS** the Vendor is desirous of selling the Property to the Purchaser who is desirous, ready, willing and able to purchase the same;

### **A) INTEREST**

The interest sold is freehold and free from encumbrances.

### **B) PURCHASE PRICE**

1. The purchase price is **Kenya Shillings (in words) (Kshs.\_\_\_\_/=) only** which shall be paid as follows:
2. The sum of **Kenya shillings in words (Ksh.\_\_\_\_/=) Only** being the agreed deposit has been paid by the Purchaser to the Vendor.
3. The balance of the purchase price in the sum of **Kenya Shillings (in words)(Ksh.\_\_\_\_/=) only** shall be paid by the Purchaser to the Vendor.
4. The money shall be deposited to the vendor's Account **Name: (Bank Account Name) account number \_\_\_\_\_ (Your Bank Name) Bank Ltd Mombasa** Branch on or before the completion date.

### **C) LAW SOCIETY CONDITIONS OF SALE**

The sale is subject to the Law Society Conditions of Sale (2015 Edition) insofar as they are not inconsistent with the conditions contained in this agreement.

### **D) COMPLETION DATE**

- 1) The completion date is **(days/months)** from the date of signing this Agreement or upon such other time as the parties may agree in writing.



- 2) The Vendor shall deliver and the Purchaser and/or its nominee shall take delivery of Property with vacant possession free of any encumbrances immediately upon registration of the Transfer SUBJECT to payment of all monies payable under this Agreement in full.
- 3) The Vendor represents warrants and undertakes to the Purchaser that he is the owner of the said Property and that he holds a clear and valid title deed to the Property.
- 4) The Property is sold subject to the revisable annual rent, the Act and covenants and conditions under which the Vendor holds title but otherwise free from all encumbrances whatsoever.

**E) FAILURE TO COMPLETE**

- 1) Except by reason of wilful default by a party, if the transaction cannot for any other reason be completed, the following provisions shall apply:-
  - a) The Vendor shall refund the entire amount paid both to the Purchaser without any deductions whatsoever
  - b) No interest shall be payable.
- 2) If completion does not take place by reason of either party's wilful default;
  - a) If the wilful default is on the part of the Vendor, the Purchaser shall be entitled to sue for specific performance or to a refund of all monies paid under this agreement without interest thereon.
  - b) If the wilful default is on the part of the Purchaser, the Vendor will not be entitled to interest on the balance of the purchase price.

**F) SPECIAL CONDITIONS**

- 1) The Vendor shall deliver to the Purchaser the following documents for purposes of transfer:-
  - a) Original Title Deed
  - b) Copies of the Vendor's identity card
  - c) Copies of the Vendor's PIN Certificate
  - d) Valid Rates and Land Rent Clearance Certificates (if applicable)
  - e) Two (2) coloured passport-size photographs of the Vendor
  - f) Any other document as may be required for purpose of transfer
- 2) The Vendor represents, warrants and undertakes to the Purchaser that the Property is sold free from all encumbrances and third party claims whatsoever.



- 3) There is no adverse claim or dispute against the said Property regarding ownership, boundary, easements, rights of way or any other such matter.
- 4) The Vendor has not given any right of way, easements or any overriding interests and has no intention of so doing.
- 5) The Vendor warrants that the Property is not a buffer zone, road reserve or public land and its ownership thereof is not subject to any challenge whatsoever from the Government of Kenya, any county authority or any third party whatsoever and shall fully indemnify the Purchaser for all losses suffered by the Purchaser as a result of breach of this warranty.
- 6) The Purchaser having inspected the Property has notice of the identity thereof and of the actual state and condition.
- 7) The Vendor has disclosed to the Purchaser all material information relating to the said Property.
- 8) The Vendor shall be under a legal duty to expedite the transfer of the Property into the name of the Purchaser and shall do everything possible to discharge this duty immediately.
- 9) No failure or delay to exercise any power, right or remedy by any party operate as a waiver of the right, power or remedy and no single or partial exercise by either party of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.
- 10) If any term or condition of this Agreement shall to any extent be found or held to be invalid or unenforceable, the parties shall negotiate in good faith to amend such term or condition so as to be valid and enforceable and to be construed with interests of the parties as contained herein.
- 11) No amendment, change or addition to this Agreement shall be effectual or binding on the parties hereto unless it is in writing and duly executed by or on behalf of the parties hereto.
- 12) Any provision of this Agreement which is capable of being performed after but which is not performed at or before Completion shall remain in full force and effect notwithstanding Completion.
- 13) Both parties agree that this Agreement constitutes the whole agreement and understanding between the parties hereto relating to the sale and purchase of the Property and supersedes and extinguishes any prior agreements, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing relating to the sale and purchase of the Property.



**14)** The Vendor and the Purchaser hereby represent, warrant and undertake to each other that this Agreement constitutes a legal, valid and binding agreement setting out their obligations to one another and enforceable against each of them in accordance with the terms and conditions set out herein.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement on the day and year first hereinbefore written.

**SIGNED** by the said **VENDOR**  
in the presence of:-

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.....  
(SELLER)  
(ID. CARD NO. \_\_\_\_\_)

**SIGNED** by the said **PURCHASER**  
in the presence of:-

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**BUYER**  
(ID. CARD NO. \_\_\_\_\_)