**AGREEMENT FOR SALE**

**DATED 20…**

**-BETWEEN-**

**[insert name]**

**(THE “VENDOR”)**

**- A N D -**

**NAME OF THE PURCHASER**

**(THE “PURCHASER”)**

**-IN RESPECT OF SALE AND PURCHASE OF-**

**LAND COMPRISED IN TITLE NUMBER {insert property description}**

**(THE “PROPERTY”)**

**Drawn & Prepared By:**



**CM Advocates LLP**

**AGREEMENT FOR SALE**

**THIS** **AGREEMENT FOR SALE** is made as of this………………..day of…….20…..

**BETWEEN:**

1. **[ ]** of Kenyan Identity Card Number [ ] and of P.O. Box [ ] (hereinafter referred to as the “**Vendor**”) which expression shall where the context admits include the Purchaser’s personal representatives and assigns) of the one part and
2. **[ ]** of Kenyan Identity Card Number [ ] and of P.O. Box [ ] (hereinafter referred to as the “**Purchaser**”) which expression shall where the context admits include the Purchaser’s personal representatives and assigns) of the other part.[[1]](#footnote-1)

**OR**

1. **………… LIMITED,** a private company incorporated with limited liability in the Republic of Kenya and for purposes hereof of Post Office Box Number ………………..(hereinafter referred to as the “**Vendor**” which expression shall, where the context so requires, include the Vendor’s successors in title and assigns); and
2. **…………. LIMITED** a private company incorporated with limited liability in the Republic of Kenya and for purposes hereof of Post Office Box Number ……………….. (hereinafter referred to as the “**Purchaser**” which expression shall, where the context so requires, include the Purchaser’s successors in title and assigns). [[2]](#footnote-2)

[[3]](#footnote-3)

**WHEREAS**: -

1. The Vendor is registered as the absolute proprietor of all that property known as Title Number ***{insert details}*** (hereinafter called the “**Property**”).
2. The Vendor is in the process of carrying out the change of user over the Land from……….[[4]](#footnote-4) to………………….[[5]](#footnote-5) pursuant to the Physical and Land Use Planning Act, No.13 of 2019.
3. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Land subject to the approval for change of user of the Land as hereinafter defined and upon the terms and conditions hereinafter appearing.

**IT IS AGREED AND DECLARED** as follows:-

1. **Definitions and Interpretation**
   1. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:
      1. “**Balance**” means the sum of ***{insert amount};***
      2. “**Business Day**” means any day (other than Saturday, Sunday or gazetted public holiday in Kenya) on which banking institutions in Kenya are generally open for the conduct of banking business;
      3. “**Completion**” means the completion of the sale and purchase of the Property in accordance with the terms of section 5 of this Agreement;
      4. “**Completion Date**” means the date stipulated in Clause 5.1 and being the date on which Completion shall take place;
      5. “**Completion Documents**” means the documents listed under Clause 5.3.
      6. “**Deposit**” means the sum of ***{insert amount};***
      7. “**Interest Rate**” means the per annum rate which is four per cent (4%) above the Kenya Bankers Reference Rate (KBRR) as may be published by Central Bank of Kenya Limited from time to time;
      8. “**Land Act**” means the Land Act (Act No.6 of 2012);
      9. “**Land Laws**” means together the Land Act and the Land Registration Act any subsidiary legislation, rules and regulations promulgated thereunder and any practice directions issued pursuant to the Land Act and the Land Registration Act;
      10. “**Land Registration Act**” means the Land Registration Act (Act No. 3 of 2012);
      11. “**LSK Conditions**” means the Law Society of Kenya Conditions of Sale (2015 Edition);
      12. “**Outgoings**” means the rates, electricity charges, water charges, conservancy charges and service charges (if any) payable in respect of the Property;
      13. “**Purchase Price**” means the sum of ***{insert amount};***
      14. “**Purchaser’s Advocates**” means ***{insert particulars of the advocates};***
      15. “**Transfer**” means the instrument of transfer of the Property from the Vendor to the Purchaser or the Purchaser’s nominee in form and substance that is in compliance with the Land Laws; and
      16. “**Vendor’s Advocates**” means ***{insert particulars of the advocates};***
   2. In this Agreement, unless the context otherwise requires, reference to:
      1. words importing the singular number only shall include the plural number also and vice versa and words importing the masculine gender includes the feminine and neuter gender and vice versa;
      2. the expression “person” shall include any legal or natural person, partnership, trust, company, joint venture, agency, government or local authority department or other body (whether corporate or unincorporate);
      3. Sections and Clauses shall be construed as references to Sections and Clauses of this Agreement;
      4. the word “tax” shall be construed so as to include any tax, levy, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty, capital gains tax and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and “taxation” shall be construed accordingly and the expression “competent taxing authority” means, in respect of any state or administrative division thereof, any governmental or local authority, monetary agency or central bank having power to collect or levy taxes;
      5. any statute or any provision of any statute shall be deemed to refer to any statutory modification or re-enactment thereof and to any statutory instrument, order or regulation made thereunder or under any such re-enactment;
      6. indemnifying any person against any circumstance includes indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs and expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
      7. costs, charges, expenses or remuneration shall be deemed to include, in addition, references to any value added tax or similar tax charged or chargeable in respect thereof;
      8. the term “parties” means the parties to this Agreement and “party” shall be construed accordingly;
      9. the expression “month” means a calendar month;
      10. the expression “registration” means the due and effective registration of the Transfer in favour of the Purchaser in the relevant land registry; and
      11. the expression “Transfer” means the instrument of transfer in respect of the Property.
   3. Headings to sections are for convenience only and shall not affect the construction or interpretation of this Agreement.
   4. In this Agreement any reference to any document means that document as is supplemented, amended or varied from time to time between the parties thereto in accordance with the terms (if applicable) hereof and thereof.
2. **Law Society Conditions of Sale**

The sale and purchase of the Property is subject to the LSK Conditions of Sale in so far as the same are not inconsistent with the provisions of this Agreement and the Land Laws or are varied or excluded by the terms of this Agreement.

1. **Agreement for Sale**
   1. The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Property at the Purchase Price and upon the terms and conditions set out in this Agreement.
   2. The interest sold is ***{specify whether freehold or leasehold}.***
2. **Payment of Purchase Price**
   1. The Purchaser shall on or before the execution of this Agreement effect a Real Time Gross Settlement **(RTGS)** transfer of the Deposit directly to the Vendor’s Advocates nominated bank account (receipt whereof the Vendor’s Advocates hereby acknowledge) whose particulars are set out herein below;

**ACCOUNT NAME : {insert}**

**ACCOUNT NUMBER : {insert}**

**BANK : {insert}**

**BRANCH : {insert}**

**BANK CODE : {insert}**

**BRANCH CODE : {insert}**

**SWIFT CODE : {insert}**

* 1. The said Deposit shall be held by the Vendor’s Advocates as stakeholders pending completion and registration of the transfer herein.
  2. The Balance shall be paid to the Vendor’s Advocates in their aforesaid account on or before the Completion Date in exchange for the Completion Documents and shall be held on stakeholder terms pending the successful registration of the Transfer in favour of the Purchaser provided that before remittance the Vendor shall procure their Advocates to issue to the Purchaser’s Advocates an appropriate undertaking (in terms approved by the Purchaser’s Advocates) to secure payment of the Balance in exchange for the Completion Documents.

1. **Completion** 
   1. The completion date shall be the date falling ***{insert period}*** from the date of confirmation in writing by the Vendor that a new title with the changed user has been issued and a certified copy thereof forwarded to the Purchaser’s Advocates together with copies of the documents set out in 5.3 below or such other date as the parties may agree in writing **(the “Completion Date”)**.
   2. Completion shall take place at the offices of the Vendor’s Advocates unless otherwise agreed in writing between the Parties.
   3. On or before completion and subject to the payment of the Balance by the Purchaser as provided for under Clause 4.3 above, the Vendor shall procure their Advocates to deliver to the Purchaser’s Advocates the following documents:-
      1. original Title for the Property with the new user endorsed thereon;
      2. Original Lease and the new Deed Plan annexed thereon, if applicable;
      3. Copy of the application for change of use at the relevant County offices and the planning brief;
      4. County approval for the change of user;
      5. NEMA Approvals for the change of user;
      6. Circulation Letter from the Ministry of Land;
      7. Letter of No Objection from the Director General of Physical and Land Use Planning or the County Director of Physical and Land Use Planning (whichever is applicable);
      8. Certified copies of the Provisional Approvals from the Ministry of Lands;
      9. Certified copies of the Final approvals from the Ministry of Lands;
      10. Receipt confirming payment of the surrender fees pursuant to the Change of User;
      11. the duly executed Transfer (in triplicate) in respect of the Property in favour of the Purchaser or Purchaser’s Nominee;
      12. the original rates clearance certificate in respect of the Property valid for at least fourteen (14) days from the Completion Date;
      13. the original land rates payment receipt for the current year;
      14. the original land rent clearance certificate in respect of the property valid for at least fourteen (14) days from the Completion Date (if applicable);
      15. the original land rent payment receipt for the current year (if applicable);
      16. the completed stamp duty valuation form duly endorsed by the Government Valuer;
      17. Certified copies of the Vendor’s National Identification Card and KRA PIN Certificate;
      18. three (3) coloured passport sized-photographs of the Vendor;[[6]](#footnote-6)
      19. Certified copies of the Vendor’s Certificate of Incorporation, Memorandum and Articles of Association and KRA PIN Certificate[[7]](#footnote-7) ;
      20. three (3) coloured passport sized-photographs of each of the directors of the Vendor witnessing the execution of the Transfer instrument[[8]](#footnote-8);
      21. Certified copies of the National Identification Card/Passport and KRA PIN Certificates for the directors of the Vendor witnessing the execution of the Transfer instrument;[[9]](#footnote-9)
      22. Letter of Consent to Transfer from the Ministry of Land and Physical Planning or the relevant Land Control Board (whichever is applicable); and
      23. Any other documents that may be reasonably required by the Parties’ Advocates to properly and effectively transfer ownership of the Premises to the Purchasers.
2. **Registration**
   1. The Purchaser’s Advocates shall undertake the stamping and registration of the Transfer in favour of the Purchaser and they shall employ all measures to ensure the expeditious registration of the Transfer in favour of the Purchaser.
   2. If the registration of the Transfer of the Property is rejected by the Lands Office and if the issue relates to any of the Vendor’s obligations, the Purchaser’s Advocates shall promptly notify the Vendor of this event and the Vendor shall where it is within his/her power and control expeditiously cause the resolution of the challenge hampering successful registration.
   3. If the challenge hampering registration is irresolvable for whatever reason, the Purchaser shall return the Completion Documents unregistered in good order and condition within seven (7) days of receipt of the Lands Office’s formal notice of rejection of registration. The Vendor’s Advocates shall within ***{insert period}*** days of receipt of the unregistered Completion Documents effect the refund of the full Purchase Price held by them on stakeholder terms without any deductions whatsoever.
3. **Capacity**

The Vendor sells the Property as legal and beneficial owner.

1. **Movables**

The sale includes no movables.

1. **Possession**

The Property is sold with vacant possession and shall be handed over to the Purchaser upon registration of the Transfer in favour of the Purchaser and receipt by the Parties Advocates of the counterpart of the duly registered Transfer.

1. **Matters affecting the Property**

The Property is sold subject to the Acts, reservations, stipulations, conditions and other matters subject to which the Vendor holds the leasehold interest but otherwise free from any charges and mortgages.

1. **Warranties**
   1. The Vendor hereby warrants to the Purchaser that:-
      1. the Vendor is not engaged in nor to the best of its knowledge threatened by any litigation, arbitration or administrative proceedings relating to the Property;
      2. there is no adverse claim on the Property, disputes regarding ownership, boundary, easements or rights of way;
      3. save for the interests registered against the Property and the Portion or brought to the attention of the Purchaser prior to the execution of this Agreement, the Vendor has not given any rights of way, easement or any overriding interest and has no intention of so doing;
      4. the Vendor is entitled to the Property absolutely and that he/she does not hold the Property in trust for anyone;
      5. the Property is not a public utility or forest land nor is it subject to the Ndung’u Commission Report on Illegal and Irregular allocation of public land;
      6. no covenants restrictions stipulations conditions and other encumbrances affecting the Property (including without limitation those relating to the use of Property and the Portion) have been breached;
      7. there are no circumstances which (with or without the taking of other action) would entitle any third party to exercise a right or power of entry or to take possession or which would in any other way affect or restrict the continued possession enjoyment or use of the Property for its present purpose;
      8. all obligations in respect of the Property whether imposed by statute order or regulation common law deed or contract affecting the Property have been observed to date and all requirements or recommendations of any competent authority have been complied with;
      9. the Vendor has not received any compulsory acquisition notices, orders or resolutions affecting the Property;
      10. the Vendor has not received any closings, demolition or clearance orders, enforcement notices or stop notices affecting the Property;
      11. there are no disputes with a neighboring owner with respect to boundary walls and fences, or with a third party with respect to easements or rights over or benefiting the Property;
      12. the Vendor is not engaged whether as plaintiff or defendant or otherwise in any litigation, criminal or arbitration proceedings before any court tribunal statutory or governmental body department board or agency and no litigation criminal or arbitration proceedings are pending or threatened by or against the Vendor and the Registered Owner relating to the Property. So far as the Vendor is aware, there are no facts which are likely to give rise to the same or which are likely to give rise to proceedings in respect of which the Vendor (either before or after the entry into the Sale Agreement) would be liable to indemnify any person concerned;
      13. there is no dispute with any revenue or other official department in Kenya or elsewhere in relation to the Property and neither is the Vendor aware of any facts which may give rise to such dispute;
      14. the Vendor hereby accept that the Purchaser is entering into this Agreement in reliance upon each of the warranties set out above and undertakes to disclose to the Purchaser a fact, circumstance or event which is or may be inconsistent with any of the warranties immediately it comes to its notice; and
      15. the Purchaser shall be entitled to claim both before and after Completion that any of the warranties is or was untrue or misleading or has or had been breached and Completion shall not in any way constitute a waiver of any of Purchaser’s rights.
2. **Outgoings of the Property**

All Outgoings in respect of the Property as at the Completion Date shall be borne by the Vendor.

1. **Assignment**

This Agreement is personal to the Purchaser and the Purchaser shall not be entitled to assign all or any of the Purchaser’s obligations hereunder without the prior written consent of the Vendor.

1. **Merger**

This Agreement shall merge on completion of the sale and purchase of the Property.

1. **Legal and Other Costs**
   1. Each party shall be responsible for and shall pay the legal fees and disbursements of their respective advocates in connection with this Agreement and the sale and purchase of the Property.
   2. All stamp duty and registration fees payable on the transfer of the Property to the Purchaser shall be for the account of the Purchaser and the Vendor shall bear all costs of obtaining the Completion Documents and Capital Gains Tax (if any).
2. **Special Conditions and Default** 
   1. Time shall be of the essence in respect of all the obligations of the Purchaser hereunder.
   2. If on the Completion Date the Purchaser is not ready, able or willing to pay the Balance as required under the provisions of sub-clause 4.3, the Vendor shall issue the Purchaser with a twenty one (21) days’ notice in writing to comply with its obligations and such notice shall specify the default (the “Completion Notice”) and the Purchaser shall be obligated to remedy the default within the period of the Completion Notice (time being of essence) and if the Purchaser then fails to comply with the Completion Notice in full , then, without prejudice to any other rights or remedies available to the Vendor, the Vendor shall in its sole discretion have the right to either:
      1. rescind this Agreement; or
      2. (subject to the payment by the Purchaser of interest at the Interest Rate on the Balance extend the Completion Date for such further period as the Vendor shall deem fit **PROVIDED ALWAYS THAT** the Vendor may in his/her sole discretion rescind this Agreement at any time after the expiry of the extended Completion Date if at such time the Purchaser shall not be ready, able or willing to pay the entire Purchase Price,

and upon such rescission the Purchaser shall forthwith return all documents delivered to the Purchaser or the Purchaser’s Advocates by or on behalf of the Vendor and, without prejudice to any other rights or remedies available to the Vendor, the Vendor may forfeit and retain ten percent (10%) of the Purchase Price (being the agreed liquidated damages), refund the rest of the Deposit monies to the Purchaser without interest and thereafter be at liberty to resell the Property by auction, tender or private treaty and the provisions of condition 4(7) (e) of the LSK Conditions shall thereafter apply.

* 1. If on the Completion Date the Vendor fails to comply with its obligations under this Agreement, the Purchaser may give the Vendor the Completion Notice which shall specify the default and require the Vendor to make it good within twenty one (21) days of such notice (time being of the essence) and if the Vendor then fails to remedy the default within the specified period, the Purchaser may, without prejudice to other remedies it has in law at its discretion rescind this Agreement and the Vendor shall refund the full deposit of the purchase price (being deposit) without any deductions whatsoever and thereafter be at liberty to resell the Property by auction, tender or private treaty.
  2. If any sum payable by the Purchaser hereunder is not paid on its due date for payment, the Purchaser shall (without prejudice to the exercise by the Vendor of any other rights or remedies in favour of the Vendor) pay to the Vendor interest at the Interest Rate on the unpaid sum from (and including) the due date for payment of such sum until the date of actual payment of the unpaid sum (together with all accrued interest) in full. Such interest shall accrue from day to day and be compounded monthly.
  3. The Purchaser shall not be entitled to undertake the stamping or registration of the instrument of transfer in respect of the Property until the Balance is paid in cleared funds to the Vendor.

1. **Permitted User and Beacons** 
   1. The Vendor has informed the Purchaser of the current permitted user for the Property and is aware that the Vendor is undertaking change of user formalities to…………………[[10]](#footnote-10)and the Purchaser is fully satisfied in that regard.
   2. On or before Completion Date, the Vendor shall be required to point out the beacons to the Purchaser but shall, except if otherwise agreed by the Purchaser in writing, replace any that may be missing at the expense of the Vendor.
2. **Dispute Resolution[[11]](#footnote-11)**
   1. **Good Faith Negotiations**

In case of any dispute arising out of this Agreement including any question regarding its interpretation, existence, validity or termination, each party will use its best efforts to resolve the dispute by good faith negotiation within a period of Thirty (30) Business Days following notification of the dispute.

* 1. **Mediation**
     1. If the dispute has not been settled pursuant to the Good Faith Negotiations under Clause 17.1 above within (30) Business Days from when the settlement discussions were instituted, any party may elect to refer the dispute to mediation. The mediation shall take place in accordance with the Nairobi Centre for International Arbitration (Mediation) Rules, 2015.
     2. The mediator shall be appointed by mutual agreement between the Parties or in default of such agreement within five (5) days of the notification of a dispute, upon the application of either Party, by the Registrar of the Nairobi Centre for International Arbitration in accordance with the Nairobi Centre for International Arbitration (Mediation) Rules, 2015.
     3. The mediation shall take place in Nairobi and shall be conducted in accordance with the Nairobi Centre for International Arbitration (Mediation) Rules, 2015.
     4. Unless otherwise agreed, the mediation will start not later than Fourteen (14) Business Days from the date of notification of the dispute. No party may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and the mediation has terminated.
     5. Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.
  2. **Arbitration**
     1. If the dispute has not been settled pursuant to Good Faith Negotiations under Clause 19.1 or under Mediation under clause 19.2 above within thirty (30) Business Days (or such longer period as may be agreed upon between the parties) from when the settlement discussions were instituted, any party may elect to commence arbitration.  Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration of the United Kingdom.
     2. Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.
     3. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.
     4. Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.
     5. Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

1. **Force Majeure**
   1. Neither Party shall be liable in respect of any delay in performing, failure to perform, or failure to adequately perform any of its obligations hereunder in consequence of any act, cause or event which:
      1. was not within its control;
      2. was not caused or precipitated by its negligence; and
      3. could not have been prevented by its reasonable diligence including but not limited to:-
2. hostile attack, blockade, military embargo, hostilities, invasion, act of a foreign enemy, extensive military mobilization;
3. civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
4. act of terrorism, sabotage or piracy;
5. plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;
6. act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
7. explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;
8. general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; and
9. shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party (hereinafter called a “**Force Majeure Event**”) for so long as and to the extent that the effects of the Force Majeure Event continue.
   1. The Party which claims that a Force Majeure Event has prevented it from fulfilling any of its obligations under this Agreement shall, within fourteen (14) days of the occurrence of a Force Majeure Event, notify the other Party (the “Force Majeure Notice”) of the Force Majeure Event in sufficient detail including the nature and effect of the Force Majeure Event. Similarly, Such Party shall notify the other Party when the Force Majeure Event ceases.
   2. Where the Force Majeure Event continues for more than Six (6) months after the date of the Force Majeure Notice either party may terminate this Agreement but without prejudice to any accrued rights either party may have against the other but subject to agreement, such affected Party undertakes to continue its performance of obligations under this Agreement immediately the Force Majeure event ceases.
   3. Any payment obligations arising during the subsistence of the Force Majeure event shall be deemed to be suspended. In the event that the Agreement is terminated in accordance with the terms of this Clause 17, the Vendor shall refund to the Purchaser any monies that have been paid to the Vendor by the Purchaser under the terms of this Agreement within Sixty (60) days of such termination.
10. **General**
    1. Payment of any amounts payable hereunder by the Purchaser shall be made free and clear of and without any set-off counterclaim or deduction whatsoever. If at any time, whether now or in the future, any applicable law regulation or regulatory requirement or any competent taxing authority (with the exception of Capital Gains Tax) requires the Purchaser to make any deduction or withholding in respect of taxes from any payment due under this Agreement for the account of the Vendor the sum due from the Purchaser in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Vendor receives a net sum equal to the sum which the Vendor would have received had no such deduction or withholding been required to be made and the Purchaser shall indemnify the Vendor against any losses or costs incurred by the Vendor by reason of any failure of the Purchaser to make any such deduction or withholding.
    2. No failure or delay to exercise any power, right or remedy by the Vendor shall operate as a waiver of that right, power or remedy and no single or partial exercise by that party of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.
    3. The rights and remedies of the Vendor provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
    4. Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
    5. No amendment or variation 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.
    6. The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of Kenya and the parties hereby agree to submit to the jurisdiction of the Kenyan courts.
    7. Each of the parties hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 23, Laws of Kenya) and the Land Act that it has executed this Agreement with the intention to bind itself to the contents hereof.

**IN WITNESS WHEREOF** this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

**THE VENDOR{if a Company} :-**

**SIGNED** by the duly authorized]

representative of the Vendor ]

***{insert company name}* LIMITED** ]

in the presence of:- ]

]

Director ]

Name: ]

Signature: ]

]

Director/Secretary ]

Name: ]

Signature: ]

]

**Before me:** ]

]

]

**Advocate** ]

**Certificate of Attestation**

I CERTIFY that the above named ................................................. and ............................................................ being directors or being a director and secretary of the Vendor appeared before me on the ...... day of.........., 20……., and being known to me/identified by identity card/passport numbers ............................................................... and ................................................ respectively, acknowledged the above signatures to be theirs and that they had freely and voluntarily witnessed the affixation of the Vendor’s common seal onto this instrument and that they had understood its contents.

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**Advocate of the High Court of Kenya**

**THE PURCHASER {if a Company}:-**

**SIGNED** by the duly authorized]

representative of the Purchaser, ]

***{insert company name* LIMITED** ]

in the presence of: ]

]

Director ]

Name: ]

Signature: ]

]

Director/Secretary ]

Name: ]

Signature: ]

]

Before me: ]

]

**Certificate of Attestation**

I **CERTIFY** that the above named ................................................. and ............................................................ being directors or being a director and secretary of the Purchaser appeared before me on the ...... day of.........., 20……., and being known to me/identified by identity card/passport numbers ............................................................... and ................................................ respectively, acknowledged the above signatures to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

-----------------------------------------------------------------

**Advocate of the High Court of Kenya**

**OR**

Signed by the Vendor ]

**{insert name}** ] -------------------------------------------------

in the presence of: ] **{insert name}**

] ID Number:

]

]

**Advocate** ]

**I CERTIFY THAT** ***{insert name}*** appeared before me on the............. day of ................................., and being known to me/being identified by …………………….. acknowledged the above signature or mark to be his and that he/she had freely and voluntarily executed this instrument and understood its contents.

-----------------------------------------------------------------

**Advocate of the High Court of Kenya**

Signed by the Purchaser ]

**{insert name}** ] -------------------------------------------------

in the presence of: ] **{insert name}**

] ID Number:

]

]

]

]

**Advocate** ]

**I CERTIFY THAT** ***{insert name}*** appeared before me on the............. day of ................................., and being known to me/being identified by …………………….. acknowledged the above signature or mark to be his and that he/she had freely and voluntarily executed this instrument and understood its contents.

-----------------------------------------------------------------

**Advocate of the High Court of Kenya**

**Drawn By:-**

1. If the parties are individuals [↑](#footnote-ref-1)
2. If the parties are companies [↑](#footnote-ref-2)
3. Note to describe the parties as appropriate whether individuals or companies [↑](#footnote-ref-3)
4. Insert the current use for the property [↑](#footnote-ref-4)
5. Insert the intended user for the property [↑](#footnote-ref-5)
6. Applicable if the Vendor is an individual [↑](#footnote-ref-6)
7. Applicable if the Vendor is a body corporate [↑](#footnote-ref-7)
8. Applicable if the Vendor is a body corporate [↑](#footnote-ref-8)
9. Applicable if the Vendor is a body corporate [↑](#footnote-ref-9)
10. Input the intended user for the property [↑](#footnote-ref-10)
11. You may choose one or all three of the Dispute Resolution mechanisms whichever is preferable to you. [↑](#footnote-ref-11)