



SALE OF LAND SUBDIVISION

DATED this

day of

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- to -

.....

AGREEMENT FOR SALE

- of -

SUBDIVISION "A"

BEING A PORTION OF

LAND REFERENCE NUMBER
(ORIGINAL NUMBER))

THIS AGREEMENT made the
2004

day of

BETWEEN:

- (1) a company incorporated in the Republic of Kenya whose postal address is Post Office Box Number Nairobi in the said Republic of Kenya (hereinafter called the "Vendor" which expression shall where the context



so admits include its successors and assigns of the one part; and

(2) [REDACTED] of Post Office Box Number [REDACTED] in the said Republic (hereinafter called the "Purchaser" which expression shall where the context so admit include his respective personal representatives and assigns) of the other part.

WITNESSETH as follows:

A The Vendor is the registered owner as Lessee from the Government of the Republic of Kenya for the term of Nine Hundred and Forty Nine years and Five Months from the First day of February [REDACTED] **SUBJECT TO** the Acts Special Conditions Encumbrances and other matters specified in a Grant dated the [REDACTED] (registered in the Land Titles Registry in Nairobi as Number I.R. [REDACTED] and to the payment of the annual rent of Kenya Shillings [REDACTED] of **ALL THAT** piece of land situate in North East of Ngong Township in the City of Nairobi in the Nairobi Area of the said Republic containing by measurement [REDACTED] acres or thereabouts that is to say **LAND REFERENCE NUMBER** [REDACTED] being the premises comprised in the said Grant which said piece of land with the dimensions abuttals and boundaries thereof is delineated and described on the plan annexed thereto and more particularly described on Land Survey Plan Number [REDACTED] deposited in the Survey Records Office at Nairobi aforesaid and thereon bordered red **TOGETHER WITH** the buildings and improvements erected and being thereon (if any) (hereinafter called the "**Land**").

B The Vendor has caused the Land to be sub-divided into two portions as more particularly delineated on the sub-division plan annexed hereto (hereinafter called the "**Sub-division Plan**").

C The Vendor has agreed to sell and the Purchaser has agreed to purchase the subdivided piece of land identified as plot [REDACTED] on the Sub-division Plan measuring approximately [REDACTED] of a hectare which parcel of land for purposes of identification only is bordered red thereon, (hereinafter called the "**Property**").

D The interest sold in the Property is leasehold.

E The purchase price payable by the Purchaser to the Vendor for the Property is Kenya Shillings [REDACTED] (hereinafter called the "**Purchase Price**").

F The Purchaser has at the date of this Agreement paid the Purchase Price to the Vendor (receipt of which is hereby acknowledges) and has already taken possession of the Property and has commenced with development of the same.



G Upon the execution of this Agreement the Purchaser shall be responsible for all outgoing and the risk of damage or destruction to the Property shall pass from the Vendor to the Purchaser whereupon it shall be the Purchaser's duty to insure the Property.

H The Parties acknowledge that the Vendor is in the process of acquiring the Deed Plan to the Property.

I Upon the Completion Date the Purchaser shall pay to the Vendor's Advocates all the costs and disbursements in respect of registration of the Transfer, stamp duty costs (and any increases adjudged by the Government Valuer) together with the costs of obtaining a new title to enable the Vendor's Advocate register the Transfer on its behalf and obtain the title in its name.

J The completion date is Thirty (30) days after the Vendor has obtained the Deed Plan to the Property or such other date as shall be agreed between the parties (hereinafter called the "Completion Date").

K The sale of the Property is subject to the Law Society Conditions of Sale 1989 in so far as they are not inconsistent with the conditions contained in this Agreement.

L The Vendor's Advocates areKenya and the Purchaser's Advocates are Messrs

M The Property is sold subject to:

- (i) the Acts, covenants, conditions, stipulations affecting the Property or those imposed against the new title to be issued;
- (ii) all subsisting easements, quasi-easements and rights of way (if any);
- (iii) any provisional liability or assessment for road or sewerage charges

BUT otherwise completely free from encumbrances.

SPECIAL CONDITIONS

1 On or before the Completion Date and subject to the Purchaser paying to the Vendor's Advocates the costs of registration of the Transfer as provided in recital 'I' hereinabove the Vendor's Advocates shall arrange for the Transfer to be executed by the Vendor shall thereafter diligently arrange for the following:

- 1.1 the Transfer to be stamped and registered;
- 1.2 to obtain the new title document to the Property in favour of the Purchaser



- 2 The Vendor will not be required to carry out any work, repair or improvements to the Property and shall be under no liability to point out the beacons on the Property to the Purchaser.
- 3 Time shall be deemed to be of the essence for all purposes of this Agreement.
- 4 Each party shall pay its own legal fees but the Purchaser shall pay the Stamp Duty and Registration fees on the transfer of the Property.
- 5 Rents rates and profits (if any) shall be apportioned as between parties as at the Completion Date.
- 6 The costs of the survey works and sub-division costs shall be apportioned equally between the parties as at the Completion Date.
7. Notwithstanding the payment of the Purchase Price to the Vendor and the Purchaser taking possession of the Property as herein provided this Agreement shall continue to remain in force until all the parties' obligations hereunder have been fully performed.

IN WITNESS WHEREOF the parties hereto have hereunto duly executed this Agreement the day and year first hereinabove written.



SEALED with the Common Seal of)
[redacted] in the presence of: -)

)

)

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Director)

)

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Director/Secretary)

SIGNED by [redacted] in the presence of: -)

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_____)
[redacted]

I CERTIFY that [redacted] appeared before me and duly signed this Agreement in my presence.

Name of Advocate: _____

Address: _____

Signature: _____
Advocate

Drawn By: