DATED THE	DAY OF	200
	<mark></mark>	
	- and -	

## DEED OF VARIATION OF AGREEMENT FOR SALE

- of -

L R No. ..... Nairobi

## **BETWEEN:**

**SUPPLEMENTAL** to the duly stamped Agreement for Sale and Purchase of Land Reference Number ....., Nairobi by the Vendor to the Purchaser and dated the Fourth day of July ......

## WHEREAS:

- On the Twelfth day of January ..... the Vendor served the Purchaser with a Twenty-one days Notice to Complete the sale transaction (which Notice has expired);
- The Purchaser has now shown that it is ready willing and able to complete the sale transaction by way of a mortgage from ...... for Kenya Shillings .....) in addition to the balance of the purchase price of Kenya Shillings ......
- The Purchaser has requested the Vendor to vary the terms of the said Agreement for Sale in the manner and to the extent hereinafter provided and the Vendor has agreed to vary the terms of the said Agreement for Sale as requested by the Purchaser;

## NOW THIS DEED WITNESSES and it is HEREBY AGREED as follows:

That the Purchaser shall on or before the date of this Deed pay to the Vendor's Advocates as stakeholders Kenya Shillings ...... being compensation for the delay to the sale transaction, expense and inconvenience to the Vendor caused on the part of the Purchaser, and it is further agreed that the said amount of Kenya Shillings ...... shall not form part of the Purchaser Price;

That the Purchaser shall on or before the date of this Deed pay to the Vendor's Advocates as stakeholders Kenya Shillings ...... being part of the Purchase Price payable;

That the sale shall be completed within Forty-five (45) days from the date of this Deed;

That in the event that any of the conditions hereof including the conditions relating to completion shall not be complied with the Vendor may at any time thereafter rescind the said Agreement for Sale without written notice to that effect whereupon the Purchaser shall forfeit the 10% deposit and compensation but otherwise the parties will be restored to their original respective positions;

That the Vendor's Advocates are .....

Except as and to the extent that the same is varied hereby the said Agreement for Sale is confirmed and ratified in all respects.

**IN WITNESS WHEREOF** the Vendor and the Purchaser have duly executed this Agreement on the day and year first hereinbefore written.

SIGNED by the)	
in the presence of: )	
)	
)	
)	
ADVOCATE	)
SEALED with the Common Seal of	)
in the )	,
presence of:	)
)	
)	
DIRECTOR	)
)	,
)	
)	
DIRECTOR / SECRETARY	)

Drawn By: -