



DATED \_\_\_\_\_ Day of \_\_\_\_\_ 2014

**PETER KIHARA KAHORO**  
(Vendor)

\_\_\_\_\_  
(As the "Purchaser")

\_\_\_\_\_  
(Purchaser (s) Address)

Pin Number \_\_\_\_\_

ID Number/PP Number \_\_\_\_\_

**AGREEMENT FOR SALE**

Of

**PLOT NUMBER(S) \_\_\_\_\_ BLOCK \_\_\_\_\_**  
**ON THE DIASPORA VILLAGE ISINYA PROJECT,**  
**(The "Property")**

**SALE AGREEMENT FOR CASH BUYERS**  
**100% ON PURCHASE**



## AGREEMENT FOR SALE

**THIS AGREEMENT** made on the day of signing and execution, between **PETER KIHARA KAHORO of 79166-00400 NAIROBI & MIDLAND HOUSE, KINGS STREET, LUTON LU2 2DW, UK** (herein referred to as "the Vendor" which expression shall where the context so admits include its successors and assigns) of the one part **AND THE PURCHASER** named above Page 1 and signatory page 5 **whose name and ID number** (hereinafter referred to as "the Purchaser" which expression shall where the context so admits include the Purchaser's personal representatives and assigns) of the other part.

### **WHEREAS:**

- A. The Vendor is the registered and beneficial owner of **ALL THE** blocks of land under the Diaspora Village Project registered at the Kajiado District Lands Registry (hereinafter referred to as the "Land")
- B. The Vendor shall cause the Land to be subdivided into plots as more particularly set out in the subdivision sketch map annexed as Schedule I hereto.
- C. The Vendor shall procure the necessary approvals for subdivision and cause the preparation of the subdivision forms and the opening of separate registers for each of the plots.
- D. The Vendor has offered to sell and the Purchaser has agreed to buy a plot resulting from the proposed subdivision (hereinafter together referred to as "**the Property**") and measuring ONE EIGHTH OF AN ACRE delineated and bordered red on the annexed sketch map aforementioned and on the terms hereinafter set out.

### **NOW IT IS HEREBY AGREED** as follows:-

#### **1. PURCHASE PRICE**

The Purchase Price for the property is **Kenya Shillings Eight Hundred and Seventy Thousand only (Ksh. 870,000/=)** payable as follows:

**1.1** The Purchaser will pay 100% purchase price of Kenya Shillings Eight Hundred and Seventy Thousand (Ksh 870,000) upon signing this agreement and no later than \_\_\_\_\_.

#### **2. SALE TO BE SUBJECT TO LSK CONDITIONS OF SALE**

The sale is subject to the Law Society of Kenya Conditions of Sale (1989 Edition) in so far as they are not inconsistent with the conditions of this Agreement or hereby specifically excluded.

#### **3. COMPLETION**

**3.1** The date of completion shall be Ninety (90) days from the date of execution of this Agreement. The completion date may however be extended by the parties upon mutual written agreement executed by both parties.

**3.2** The Vendor shall avail to the Parties' Advocates on the completion date the following documents:-

- (i) Original Title Documents in respect of the plot.
- (ii) Duly signed Transfer in favour of the Purchasers.
- (iii) Land Control Board Consent to Transfer.
- (iv) Copies of the Vendor's ID / Passport & PIN Certificate.
- (v) Any other document necessary to complete the Sale.



4. **PARTIES ADVOCATES**

Each party can choose their own advocate or choose to pick from the panel of Diaspora Village recommended advocates.

5. **STATE AND CONDITION OF THE PROPERTY**

5.1 The Property is sold as part of the diaspora Village Project with all the services that will come with the project which include and not limited to access roads, borehole water, security gate and a management company for the continues improvement of the area.

5.2 The Vendor shall upon successful completion of subdivision, at the Purchaser's request point out the survey beacons delimiting the property.

5.3 The Property is a controlled development advertised "Diaspora Village" the vendor agrees to the development terms of only building approved structures.

5.4 The Vendor agrees to join the Diaspora Village Management company for the purpose of maintenance of the common services within the estate.

6. **POSSESSION.**

The property is sold with vacant possession which will be given to the Purchasers immediately upon payment of the full Purchase Price.

7. **RELATED COSTS**

In addition to the Purchase Price set out in clause 1 above, the purchaser will also pay a further **Kenya Shillings Thirty Five Thousand Only (Ksh. 35,000/=)** (for each Title Deed processed for the Purchaser) to the Vendor's Advocates prior to the Completion Date. This fee includes the stamp duty for the plot.

8. **WAIVER**

No failure or delay by the Vendor or the Purchaser in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver nor shall any single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or the exercise of any other claim, right or power.

9. **AMENDMENT**

No amendment to this Agreement shall be effective unless signed in the same manner as this Agreement.

10. **WARRANTIES**

10.1 The Vendor hereby warrants to the Purchaser as follows:

- a) the Vendor has the requisite power, capacity and authority to enter into and perform this Agreement;
- b) the Vendor has a rightful interest in the Property
- c) the Vendor hereby confirms that by execution of this Agreement he intends to transfer all his interest in the Property to the Purchaser upon Completion and further that he shall relinquish all and any rights and interest to the Property to the Purchaser and that upon Completion he shall have no further claims against the Purchaser in relation to the Property.
- d) there is no encumbrance or equity on over or affecting the whole or any part of the Property and there is no agreement or commitment to give or create any and no claim has been made by any person to be entitled to any;



- e) the Property is not subject to any overriding interest or equities in favour of a third party which grants that third party any non-registrable interest or right in the Property and there is no mortgage, charge, pledge, lien or any other form of security or encumbrance on, over or affecting the Property;
- f) all covenants restrictions stipulations conditions and other encumbrances affecting the Property have been strictly observed and performed;
- g) all information provided to the Purchaser is true, complete and accurate in all material respects
- h) the Vendor is not engaged in any dispute, litigation, arbitration, administrative or criminal proceedings, or any governmental action with any person in connection with the ownership or use of the Property and there is no fact or circumstance likely to give rise to any such dispute, litigation or arbitration, administrative or criminal proceedings or any governmental action by or against the Vendor in relation to the Property that has not yet been disclosed to the Purchaser;
- i) the Vendor is not in breach of any legislation relating to physical planning, town and country planning and environmental matters;
- j) There are no notices from the government, municipal authority or owners of adjoining property.

10.2 The Vendor hereby represents warrants and undertakes to the Purchaser that each of the Warranties is true and accurate.

#### 11 FAILURE TO COMPLETE

11.1 If the Purchaser fails to comply with any of the conditions hereof or of the condition subject to which this sale is made including the condition relating to the completion of the sale the Vendor may give to the Purchaser at least Twenty-one (21) days' notice in writing confirming the Vendor's readiness to complete the sale in all respects and specifying the default and requiring the Purchaser to remedy the same before the expiration of such notice **AND** if the Purchaser shall fail to comply with such notice the Vendor's remedy shall be to rescind this Agreement, become entitled to an amount equal to ten per cent (10%) of the Purchase Price being part of the deposit paid under clause 1 above and being the agreed liquidated damages, and thereafter be at liberty to resell the Property.

11.2 If the Vendor fails to comply with the Vendor's obligations under this Agreement, the Purchaser may give the Vendor 21 days' notice in writing to comply with his obligation and such notice shall specify the default and require the Vendor to make it good within 21 days of such notice (time being of the essence) and if the Vendor then fails to comply with the notice, the Purchaser may at the Purchaser's discretion and without prejudice to the Purchaser's other rights and remedies rescind this Agreement and the Vendor shall refund the Deposit to the Purchaser.

#### 12. ENTIRE AGREEMENT

This Agreement contains the whole agree and understanding between the Parties relating to the transaction provided for in this agreement and supersedes all previous agreements whether written or oral between the parties in respect of such matters.



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

SEALED with THE COMMON SEAL of the Vendor

**Peter Kihara Kahoro**

In the presence of: -

)  
 )  
 ) .....  
 ) **PETER KIHARA KAHORO**  
 ) Passport No: A804339 (Kenyan)  
 ) ID ID/PP No: 206397970 (British)  
 ) ID Number: 31689285 (Kenyan)  
 ) PIN No A00294532/C

I certify that I was present and saw Peter Kihara Kahoro as the vendor, duly sign this Sale Agreement.

.....  
**ADVOCATE**


\_\_\_\_\_  
 SIGNED by the Purchaser )  
 IN THE PRESENCE OF ) **Purchaser Signature**.....  
 ) **Purchaser Name:**  
 ) **Purchaser Address** \_\_\_\_\_  
 ) \_\_\_\_\_  
 ) ID/PP No : .....  
 ) PIN No : .....  
 ) Date : .....


**Advocate/Notary Public**

*(Notary or Advocate to sign & stamp)*

I certify that I was present and saw \_\_\_\_\_ the Purchaser herein sign this Sale Agreement.

.....  
**Advocate/Notary Public**  
*(Notary or Advocate to sign & stamp)*

 The ninety days count from the date of this agreement.

 The date of this agreement is this \_\_\_\_ day of \_\_\_\_\_ 201\_.

 Advocates Signature \_\_\_\_\_