

# REPUBLIC OF KENYA

## SALE AGREEMENT

This agreement made on this \_\_\_\_\_ of the year \_\_\_\_\_ is between \_\_\_\_\_ ID.No. \_\_\_\_\_ of P.O .Box \_\_\_\_\_ AND \_\_\_\_\_ ID No. \_\_\_\_\_ of P.O .Box \_\_\_\_\_ in the Republic of Kenya (hereinafter referred to as the 'VENDOR' which expression shall where the context so admits include **Their** personal representatives, heirs and assigns) on one hand and \_\_\_\_\_ ID.No. \_\_\_\_\_ of P.O Box \_\_\_\_\_ (hereinafter referred to as the 'PURCHASER' which expression shall where the context so admits include **his** personal representatives, heirs and assigns) of the other hand.

Now this agreement witnesses as follows:

1. That the vendor is selling to the purchaser all that land known as \_\_\_\_\_ measuring \_\_\_\_\_ under the name \_\_\_\_\_.
2. That the selling price for the said parcel of land is Kenya Shillings \_\_\_\_\_
3. That upon signing this agreement the vendor has received Kshs. \_\_\_\_\_ leaving \_\_\_\_\_ -- balance.
4. That the original documents including title deed for the subject parcel together with all the necessary transfer documents including Application for Consent of Land Control Board and Transfer Forms (duly signed), vendor's colored passport size photo, copies of his National Identity Card and Pin Certificate have been forwarded to the assigned surveyor to carry out the work of Title Deed registration and he (surveyor) acknowledges receipt of the same by witnessing this sale agreement.
5. The purchaser shall cater for title deed registration charges payable at the lands office to facilitate transfer and registration of subject parcel unto his name.
6. That the purchaser shall take possession of the purchased parcel immediately after transfer and title deed registration unto his name.
7. That either party to revoke this agreement shall be liable to pay the aggrieved party damages for breach of contract calculated at 20% of the sale price herein plus costs incurred and interest at commercial rate and should such party be the vendor, he shall in addition refund the full purchase amount received to the purchaser plus any costs incurred thereof.

### PURCHASER

\_\_\_\_\_ ID \_\_\_\_\_

### VENDOR

\_\_\_\_\_ ID \_\_\_\_\_

### WITNESS

1. \_\_\_\_\_ ID \_\_\_\_\_

2. \_\_\_\_\_ ID \_\_\_\_\_