

**SALES AGREEMENT**

Kenol-Philan business center, 2nd floor room 8.

Mobile: 0799 00 22 11

Email:Penzimproperties@gmail.com

**DATE:----------------------**

**BETWEEEN**

**PENZIM PROPERTIES LIMITED**

**“VENDOR”**

**AND**

**-----------------------------------------------------------**

**“PURCHASER”**

**(PROJECT)---------------------**

**PLOT NO --------------------**

**DRAWN BY**

Muchoki D.M & Co Advocates,

Gwathika Benefit House,1stFloor

P.O.Box474-01020  **Kenol.**

**AGREEMENT**

THIS AGREEMENT is made this ------- Day of------------between

**PENZIM PROPERTIES** a limited liability company duly incorporated under the Company’s Act , 2015 Laws of Kenya and of P.O Box number 369 THIKA {hereafter referred to as the “**VENDOR**” and which expression shall where the context so admits include his representatives and assigns} of the one part, and

**NAME -----------------------------------ID NUMBER---------------------**TEL: -------------------------{hereafter referred to as “**PURCHASER**” which expression shall where the context so admits include her representatives and assigns} of the other part.

**DEFINITIONS AND INTERPRETATIONS:**

1. “Agreement” means this agreement.
2. “Property” means------------------------------------------------“Purchase price” means --------------------------------------------------
3. “Government” means the government of the republic of Kenya for the time being in force and includes all the developed units under it.
4. “License” or “Permit” means any permit issued by the National or County Government.
5. “Consent” means any consent issued by the Commissioner of Lands, any county Government or Land Control Bond constituted under the Laws of Kenya or any Government agency authorized to issue any consent.

**WHEREAS:-**

The vendor is the registered as proprietor of ALL THAT piece of land situated in ---------------- County of the Republic of Kenya or thereabouts **PROJECT NAME** -------------------------------------------(hereinafter referred to asthe **“property**”)

1. The Vendor is desirous of selling the said property and the Purchaser is desirous of buying the said property subject to the terms and conditions hereinafter provided.
2. The Vendor is ready to transfer and obtain the consent from the relevant Land Control Board.
3. The interest sold is freehold.

**NOW THIS AGREEMENT WITNESSETH THAT:**

1. The purchase price is ---------------------------------------------------------------------------------
2. The Purchaser has paid ------------------------------- Shillings only.------------------------------ to be paid all before **DATE-------------------------------------------**
   1. All payments shall be made to the Vendor’s account details which are as follows **A/C no. 0890279731750A/C NAME PENZIM TRADERS,EQUITY BANK KENOL BRANCH.**
3. The Advocate’s role is only limited to drawing and witnessing this agreement.
4. The Purchaser confirms that he has been shown the property and all the beacons making up the total area of the land and is satisfied with the property as it is.
5. If any party breaches the Agreement, a notice of fourteen (14) days shall be given. In the event of the Vendor's breach, they shall within seven (7) days refund to the Purchaser any sum received together with interest at the rate of 40%. In the case of the Purchaser's breach, they shall compensate the Vendor at the same rate in respect of the purchase price, with the refund process to be completed within ninety (90) days.
6. The property is sold vacant and the Purchaser shall be entitled to enter and to enjoy possession of the property immediately upon payment of the deposit price.
7. The property is sold free from all encumbrances and adverse claims whatsoever.
8. The Vendor warrants that title and ownership thereof are valid and that he is not engaged in nor to his best knowledge threatened by any litigation, arbitration or administrative proceedings relating to this property.
9. The Vendor has to the best of its knowledge disclosed to the Purchaser all material information relating to the property.
10. The Vendor shall be responsible for meeting all the expenses payable in the processing of the Title Deed in favor of the purchaser, which costs are covered by the purchase price.
11. The Vendor shall within three (3) days of receipt of the balance of the purchase price, together with a certified copy of the Purchaser’s ID, KRA pin and 3 passport photographs embark on transferring the property in favor of the Purchaser.
12. That upon presentation of the Transfer for registration, the Vendor shall furnish the Purchaser with a copy of the booking form and pursue the expeditious registration of the Transfer at the Lands Office.
13. Time shall be of essence.
14. The vendor shall within 30 days after the purchaser completes the full payment of the property transfer the deed under the purchaser Name.
15. This agreement shall be governed by the Laws of the Republic of Kenya.
16. The Law Society of Kenya Conditions of sale (2015 Edition) shall apply as far as this transaction is concerned so far as they are not inconsistent with the conditions contained in this agreement.
17. No amendment to this agreement shall be effective unless signed in the same manner as this agreement.
18. This agreement contains the whole agreement and understanding between the parties relating to the transaction provided for in this agreement and supersedes all previous agreements (if any) whether written or oral between the parties in respect of such matters.

**IN WITNESS WHEREOF** the parties have set their hands the day and year first herein written

The **VENDOR,**

**PENZIM PROPERTIES LIMITED**

**PETER NGUGI MACHARIA**

In the presence of:

SIGNED BY PURCHASER

**NAME---------------------------------------**

**ID NO. ----------------------------------------**

In the presence of:

**DRAWN BY**:

Muchoki D.M & Co Advocates,

Gwathika Benefit House,1stFloor

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