AMREF HOUSING DEVELOPMENT COMPANY LTD

COMMERCIAL PLOTS SAVANNAH GARDENS ESTATE 1& 2 -(ISINYA)

AGREEMENT OF SALE OF PLOTS

Following the offer and acceptance of sale and purchase of the above, the same is sold subject to the terms and conditions appearing herein under.

1. **Vendor** **AMREF Housing Development Company Limited** (hereinafter referred to as the "**AHDC**") of P. O. Box 30125 – 00100. Nairobi.

2. **Purchaser** Name _____

   Id No_____ Pin No _____Tel_____

   Address _____ Email_____

3. **Next of Kin of the purchaser:-**

   Name _____ Relationship _____

   Tel _____ Id No _____

   Address _____ Email_____

4. **Property:** **Size:**(40x80ft) **Plot No**:..... (shown on sub-division scheme plan)

5. **Selling price:** **Ksh.650, 000/=** (Kenya Shillings Six Hundredand Fifty Thousand only).

6. **Mode of Payment:** Deposit (Minimum 30%) being Ksh_____ and balance payable within One Hundred and Twenty (120) days of execution of this agreement as follows:-

7. **Bank account details of the vendor:**

Bank:	Co-operative Bank of Kenya Limited
A/c No:	011 204 872 642 00
A/c name:	AMREF Housing Dev. Co
Branch:	T-Mall

8. **Special conditions:**

(i) Default of payment on any installments on the due date, AHDC will be at liberty to rescind the agreement and sell the plot to another person, without reference or notice to the purchaser. In such an event;

(a) AHDC will retain the amount equivalent to Ten percent (10%) of the purchase price as liquidated damages and refund the amount paid over and above the deposit, without interest, upon re-sell of the said plot; or

(b) At the option of the vendor, extend the completion period and any sum due under this agreement, whether formally demanded or not, the purchaser shall pay to the vendor with interest at the rate of two percent (2%) per month on any such sum from the date when they were due till payment in full.

(ii) After One Hundred and Twenty (120) days and subject to the purchaser having paid the whole purchase price, the purchaser will have no option to terminate the contract but shall await the transfer of the property to him/her/them and in such circumstances the vendor shall not make any refunds.

9. **Completion:-**

(i) Subject to payment of the purchase price, the Completion shall take place at the offices of the Vendor which shall be mutually agreed after the vendor procuring the Land Board Consent to transfer.

(ii) Upon receipt of the Land Board Consent to transfer, the vendor shall notify the purchaser of the same, the Purchaser shall receive the Transfer of Land for execution, and whereupon the purchaser shall within fourteen (14) days of receipt return the transfer and other documents required to facilitate the transfer of land/property to the purchaser.

10. **Notices**

Any notice, request or demand required or permitted to be given or made under this sale agreement shall be in writing and shall be deemed to have been duly given or made when sent by pre-paid postage to the parties to this agreement and or delivered to the physical address of the party intended to be served and duly acknowledged. Where a notice or demand is sent by postage mail, it shall be sufficient to prove that the notice or demand was served on the fifth day after postage. Where a notice or demand is sent by electronic mail, it shall be sufficient to prove that the notice or demand was sent to the electronic mail address.

11. Each of the parties hereto hereby agrees and confirms for the purposes of the Law of Contract Act (Chapter 23, Laws of Kenya) that it has executed this Agreement with the intention to bind itself to the provisions of this Agreement.

IN WITNESS WHEREOF, the seller and the purchaser have set their hands on this_____ day of

_____2018

SIGNED by the vendor's representative the said]
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.....]
in the presence of] ----------
]
]
]
]

SIGNED by the purchaser the said

.....]
in the presence of]
]
] ----------
]
]

CC: **Gathara Mahinda & Company Advocates**
CPF House, 3rd Floor, Room 306
Haile-Sellasie Avenue
P. O Box 8452 – 00100
NAIROBI

How did you get to know about the plot? (Tick one)

☐ Sacco website ☐ Email ☐ Media ☐ others (specify) _____