

REPUBLIC OF KENYA

AUTHORITY TO SELL

THIS AGENCY AGREEMENT made on(Date)

1.of ID No..... in the said Republic
(hereinafter known as the "**Principal**" which term shall where the context so admits includes its
assigns and successors in title) of the one part
and
2. **Landnbuy Dot Com Limited** holder of Company Number **PVT-MKU8ZXX** and
..... of **National ID**
number..... hereinafter referred to as the "**Agent**" which term shall where
the context so admits include his personal representatives and assigns of the other part witnesseth
and agree as follows;

WHEREAS

- a) The said principal is the beneficiary and registered owner of the property known as Land Reference
No / Title No.....located at.....
- b) The said principal is intended on selling and is scouting for buyers over the above-said property.
- c) The agent is willing and ready to procure a buyer for the said property.

THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- i) THAT the principal agrees to let the Agent carry out a search on the property and shall
provide all documents needed to assist in this process.
- ii) THAT each party agrees to execute, acknowledge and deliver such further instruments and
do all further similar acts as may be necessary or appropriate to carry on the purposes and
interest of this agreement.
- iii) THAT in the case where other agents are involved in the selling on the same property the
principal shall disclose this information and will notify LandnBuy dot com limited
immediately they get a buyer from another source.
- iv) THAT the selling price per.....is **Kenya Shilling**
.....(**Kshs**.....)
- v) THAT the Agent shall be entitled to the following once a buyer is procured :
- a) toper percent (%) of the selling price of the property as commission
or
b) to Kenya shillings
(**Kshs**.....) persold.

- vi) THAT this agreement sets out the entire agreement between the parties and supersedes all prior and or written agreement, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this agreement.
- vii) THAT this agreement may be terminated by either party giving a month's notice to the other party, but the same shall not be done so as to defeat the entitlements of the agent by the principal.

Entire Agreement

- i. This Agreement constitutes the entire agreement and understanding between the parties with respect to all matters which are referred to.
- ii. This Agreement binds each party's personal representatives, successors and assigns.

Invalidity

If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

Proper law and jurisdiction

The construction, validity and performance of this Agreement shall be governed by the Laws of Kenya and (subject to the provision for arbitration herein contained) the parties hereby submit to the jurisdiction of the High Court of Kenya.

Arbitration

- i. Any dispute arising between the parties hereto and all claims or matters in such dispute not otherwise mutually settled between the parties shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within Fourteen (14) days of the notification of such dispute by either party to the other, upon application by either party to the Chairman for the time being of Chartered Institute of Arbitrators (Kenya Branch).
- ii. Every award made under this clause shall be subject to and in accordance with the provisions of Arbitration Act 1995 (Act No. 4 of 1995) or other Act or Acts for the time being in force in Kenya in relation to arbitration.
- iii. To the extent permissible by law the determination of the Arbitrator shall be final and binding upon the parties and they hereby agree to be so bound by the decision of such arbitrator.
- iv. Any arbitration proceedings shall take place in Nairobi.

IN WITNESS WHEREOF the Principal and the Agent have duly executed this Agreement on the day and year first above written.

SIGNED by Principal)

In the presence of: Advocate)

SIGNED by Agent)

and

In the presence of: Advocate)

I certify that I was present and saw the Principal and the Agent herein execute this Agreement.

ADVOCATE

LANDNBUY DOT COM LTD.
ARCH BUSINESS CENTRE,
EASTERN BYPASS, KENYA
Tel: (+254) 700080050 / 777080050
www.landnbuy.com