

**REPUBLIC OF KENYA**

**AGREEMENT FOR PARTNERSHIP**

**THIS AGREEMENT** is made on.....date

**BETWEEN**

1. ....of ID No.....  
in the said Republic (hereinafter known as the "Agent" 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** of Company No. **PVT-MKU8ZXX**, Nairobi Kenya  
(hereinafter known as the "**Landnbuy**" which term shall where the context so admits includes its assigns and successors in title); of the other part

**WHEREAS**

- 1.1 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.
- 1.2 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.
- 1.3 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 Landnbuy by the agent

The agent and landnbuy agree as follows:

**PART I**

**OBLIGATIONS of the agent**

1. The Agent agrees to make available, property listings to Landnbuy for procuring a buyer.
2. The Agent will carry out due diligence on the property beforehand and shall provide all documents listed in section 5 below needed to aid procuring a buyer.
3. The Agent agrees to introduce Landnbuy to the owner/s of the properties made available



4. The Agent shall be present during the sale proceedings and shall assist where needed to provide documentation or information needed to ease the sale process
5. The agent shall be expected to provide the following information and documentation as displayed on the field questionnaires that shall be provided by landnbuy on any listing provided
6. The Agent shall ensure that both the owner and the agent sign landnbuy sales agreement before listing properties with landnbuy.

**PART II**

**DUTIES OF Landnbuy**

1. To work diligently to sell, lease, or rent any and all real estate listed with the agent.
2. To use all resources available to sell, lease or rent properties listed with the agent.
3. To see through the entire sale process to protect and ensure the security of the buyer

**PART III.**

**COMPENSATION**

The Agent agrees that the commission gained from the sale of the properties shall be divided equally between them and Landnbuy subject to part iv completion, elaborated below

**PART IV.**

**COMPLETION**

Completion is conditional upon:

1. The Agent and Landnbuy introducing the said prospective purchasers to the registered owners, the prospective purchasers entering into an agreement for sale of subject property with the registered owner and eventual purchase hereof;
2. The Warranties remaining true and accurate and not misleading in any material respect at Completion as if repeated at Completion and at all times between the date of this Agreement and Completion;

**PART V**

**ENTIRE AGREEMENT**

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



## PART VI

### 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.

## PART VII

### 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.

## PART VIII

### ARBITRATION

1. 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 or such agreement with 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).
2. 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.
3. 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.
4. Any arbitration proceedings shall take place in Nairobi.





**Landnbuy Dot Com Limited**  
Arch Business Centre,  
1<sup>st</sup> floor, Eastern bypass, Ruiru, Kenya.  
(254) 700 080 050 / 777 080 050  
[www.landnbuy.com](http://www.landnbuy.com)

The Agents have duly executed this Agreement on the day and year first above written.

**SIGNED by Agent**

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**SIGNED by Director**  
**Landnbuy Dot Com Limited**

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