

**DATED THIS ..... DAY OF .....**

**AGREEMENT FOR SALE**

**BETWEEN**

**TELPOSTA PENSION SCHEME (TRUSTEES REGISTERED)**  
**(“AS THE VENDOR”)**

**AND**

.....  
**(“AS THE PURCHASER”)**

**IN RESPECT OF: -**

**LAND REFERENCE NO / TITLE NUMBER: .....**  
**(“AS THE PROPERTY”)**

THIS AGREEMENT IS MADE this.....day of .....Two Thousand and .....

BETWEEN:

1. **TELPOSTA PENSION SCHEME (TRUSTEES REGISTERED)** a corporate body duly registered under the Trustees (Perpetual Succession) Act Cap. 164 of the Laws of Kenya of Post Office Box Number 45610-00100, Nairobi in the Republic of Kenya (hereinafter referred to as the “**Vendor**” which expression shall where the context so admits include the Vendor’s successors in title and permitted assigns) of the first part;

AND

2. .... (Kenyan National identity Card Number.....) of Post Office Box Number.....in the Republic of Kenya (hereinafter referred to as the “**Purchaser**” which expression shall where the context so admits include the Purchaser’s personal representatives and heirs) of the second part OR

3. .... a limited liability company incorporated in the said Republic (under registration number ..... and of Post Office Box Number ..... (hereinafter referred to as the “**Purchaser**” which expression shall where the context so admits include the Purchaser’s successor in title).

WHEREAS:-

- A. The Vendor is the registered proprietor and the legal and beneficial owner of Land Reference Number/ Title Number:..... (hereinafter described as “**the Property**”).
- B. The interest in the property sold is.....
- C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Property for the Purchase Price (as hereinafter defined) on terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** as follows: -

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

(a) ‘Agreement’ means this document as may be varied by any subsequent documentation.

(b) ‘Ardhisasa’ means the National Land Information Management System.

(c) “**Balance**” means Kenya Shillings .....(Kshs.....);

(d) “**Business Day**” means a day (other than a Sunday or gazetted public holiday in Kenya) on which banks and financial institutions are normally open for the conduct of banking business in Kenya and “**Business Days**” shall be construed accordingly;

- (e) "**Completion**" means the steps and matters to be undertaken by the parties relating to the sale and purchase of the Property as provided for in Clause 10 and "**Complete**" shall be construed accordingly;
- (f) "**Competent Authority**" means the Government of the Republic of Kenya, any relevant county government and state corporations and other bodies having statutory or regulatory competence to promulgate rules and regulations and having the force of law that may affect the Property and the transactions and matters contemplated and referred to in this Agreement;
- (g) "**Completion Date**" means *Ninety (90)* calendar days after execution of this Agreement and if such day is not a Business Day, then on the immediately succeeding Business Day;
- (h) "**Completion Documents**" means documents set out on Clause 8.2;
- (i) "**Encumbrance**" includes any mortgage or charge (whether legal or equitable), lien, option, security interest, restrictive covenant, pledge, hypothecation, assignment, title retention, trust arrangement or any other form of security, right of way, easement, wayleave, lease, caveat, caution, court orders or order by a Competent Authority other restriction of any kind or other encumbrance securing or any right conferring a priority of rights or payment in respect of any obligation of any person or restricting any dealings in relation to this Property;
- (j) "**Financier**" (if applicable) means such Bank, mortgage finance company or other financial institution contracted by the Purchaser to finance the payment of the Balance of the against the security of a legal charge over the property;
- (k) "**Initial Deposit**" means Ten Percent (10%) of the Purchase price paid upon the execution and acceptance of the Offer for Sale;
- (l) "**Interest Rate**" means 14% per month of any outstanding amount from the expected date of payment until full payment;
- (m) "**Land Laws**" means together the Land Act (Cap. 280 of the Laws of Kenya) (as amended from time to time) and the Land Registration Act (Cap. 300 of the Laws of Kenya) (as amended from time to time) and shall include any subsidiary legislation, guidelines, rules and regulations issued thereunder;
- (n) "**Offer for Sale**" means the form executed by the Purchaser in acceptance of the offer to purchase the property;
- (o) "**LSK Conditions**" means the Law Society Conditions of Sale and Agreement for Sale Layout (2015 Edition) (2015 Edition);
- (p) "**Outgoings**" means county government rates, land rent, electricity, water, conservancy and any other charges insofar as any of these are applicable in relation to the Property;
- (q) "**Purchaser' Advocates**" means the advocates appointed by the Purchaser, that is (Inset name, physical & postal addresses, telephone number and email of the Advocates firm)
- (r) "**Purchase price**" means the sum of Kenya Shillings .....(Kshs.....)
- (s) "**Title**" means the title document in relation to the Property issued in favour of the Vendor;

- (t) "**Transfer**" means the instrument of transfer vesting the rights, title and interest in the Property to the Purchaser, in a form and substance that is in compliance with the Land Laws;
- (u) "**Second Deposit**" means Twenty (20) percent of the Purchase price to be paid within thirty (30) days of execution of this Agreement.
- (v) "**Vendor's Advocates**" the advocates appointed by the Vendor, that is (Inset name, physical & postal addresses, telephone number and email of the Advocates firm)
- (w) "**Vendor's Account**" means the bank account which the Purchase Price is to be paid into;
- (x) "**Warranties**" means the representations and warranties set out in Clause 9 and any other representations or warranties made by the Vendor or the Purchaser in this Agreement or which have become a term of this Agreement and the term "**Warranty**" shall be construed accordingly.

## 1.2. Interpretation

In this Agreement, unless the context otherwise requires, reference to:

- (a) words importing the singular number also include the plural number and vice-versa and words importing the masculine gender include the feminine gender and the neuter gender;
- (b) Where there are two or more persons included in the expression "the Purchaser", covenants and agreements expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally and any act default or omission by the Purchaser shall be deemed to mean any act default or omission by anyone or more of such persons.
- (c) The expression "**the Vendor**" includes its successors in title and assigns.
- (d) The expression "**the Purchaser**" where the Purchaser is a natural person includes his/her personal representatives and permitted assigns and where the Purchaser is a limited liability company or other corporate entity includes its successors in title and assigns.

1.3. In this Agreement, any reference to any document means that document as is supplemented, amended or varied from time to time between the parties thereto in accordance with the terms (if applicable) hereof and thereof.

1.4. All references in this Agreement to a statutory provision shall be construed as including references to:

- (a) All statutory instruments or orders made pursuant to a statutory provision; and
- (b) Any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.

1.5. The headings and clauses and sub clauses are for convenience only and shall not affect its construction and unless otherwise stated the references to clauses and sub clauses are to clauses and sub clauses of this Agreement.

## **2. AGREEMENT FOR SALE**

- 2.1. In consideration for the Purchase Price, the Vendor shall sell, and the Purchaser shall purchase the Property for the Purchase Price on an as is where is basis.
- 2.2. The interest sold is the Vendor's current interest in the Property.

## **3. PAYMENT OF PURCHASE PRICE**

- 3.1. The Purchaser shall pay the Purchase Price in cleared funds as follows;
  - 3.1.1. The Parties acknowledge that the Purchaser has paid the Commitment fee of ten percent (10%) of the purchase price, amounting to Kshs \_\_\_\_\_, into the Vendor's designated bank account. Such payment was made upon execution and acceptance of the Offer for Sale and shall be deemed the initial deposit for the purposes of this Agreement.
  - 3.1.2. Within *thirty (30)* days from the date of execution of this Agreement, the Purchaser shall pay a further sum equivalent to twenty percent (20%) of the purchase price, amounting to Kenya Shillings \_\_\_\_\_ (Kshs. \_\_\_\_\_), into the Vendor's designated bank account.
  - 3.1.3. The balance of the purchase price, being seventy percent (70%) thereof and amounting to Kenya Shillings \_\_\_\_\_ (Kshs. \_\_\_\_\_), shall be paid by the Purchaser on or before the Completion Date.
- 3.2. Any amounts not paid on the agreed date shall attract interest at the Interest Rate. Interest shall begin to automatically accrue on such outstanding amount whether demanded or not at the Interest Rate from the date on which the payment is due to the date of payment, both days inclusive.
- 3.3. This Agreement is not subject to the Purchaser obtaining financing. However, if any part of the Balance is to be financed, then: -
  - 3.3.1. The Purchaser shall on or before execution of the offer letter declare to the Vendor in writing that the entire Balance of the Purchase Price is being financed or any portion thereof and supply the Vendor's Advocates within *thirty (30)* days of this Agreement with documentary evidence of approved financing from the Financier, failing which the Purchaser shall be deemed to be a cash/non-financed buyer and the Balance shall strictly be due and payable on the due date and any delay shall constitute default under the terms herein;
  - 3.3.2. At least *thirty (30)* days before the Completion Date, the Purchaser or the Purchaser's Financier's Advocates shall cause to be delivered to the Vendor's Advocates the following:
    - (a) Irrevocable Professional undertaking as to handling of documents.
    - (b) Irrevocable Financiers Guarantee in the terms approved by the Vendor's Advocates to pay the financed balance of purchase price within fourteen (14) days of successful registration of the Transfer in favour of the Purchaser and Charge in favour of the Financier but in any event not later than Ninety (90) days from the date of execution of this Agreement for

Sale whichever is earlier. In the event that any part of the financed balance is not received by the Vendor within the timelines above, the same shall attract interest with effect from the Completion Date until the date of payment (both days inclusive)

3.4. The Purchase Price shall be paid to the Vendor's Account as provided below:

Account Name:	<b>TELPOSTA PENSION SCHEME TRUSTEES REGISTERED</b>
Account Number:	
Bank	
Branch	
Swift Code	
Branch Code	
Bank Code	

**4. INCORPORATION OF LAW SOCIETY CONDITIONS OF SALE**

4.1. The LSK Conditions shall apply to this Agreement in so far as they are not expressly or impliedly inconsistent with the terms of this Agreement.

4.2. If there is any conflict between the LSK Conditions and the terms of this Agreement, the terms of this Agreement shall prevail.

**5. PROPERTY CONDITION**

5.1. The Purchaser having viewed and inspected the Property, purchases the Property with full knowledge of its actual state and condition and shall take the Property as is and will not call upon the Vendor to improve or make good the Property in any way whatsoever.

5.2. The Property is sold subject to:

5.2.1. The covenants, terms, conditions, stipulations, restrictions and rights as shall be provided and reserved in the Title;

5.2.2. The special conditions and other matters (if any) contained in the Title;

5.2.3. All subsisting easements, quasi-easements and rights of way (if any);

5.2.4. Any provisional liability or assessment for road or sewerage charges; and

**BUT** otherwise free from Encumbrances.

**6. VACANT POSSESSION**

The Property is sold with vacant possession to be granted upon payment of the full Purchase Price and interest if any (in cleared funds)

## 7. **WARRANTIES**

7.1. The Vendor represents and warrants to the Purchaser that: -

- 7.1.1. it has not received a notice of compulsory acquisition of or repossession and does not know of any intention to compulsorily acquire or repossess the Property by any Competent Authority;
- 7.1.2. the use of the Property is lawful;
- 7.1.3. it has a good and proper title to the Property, being the registered Proprietor and as at the date hereof it has not entered into any Agreement for sale with a third party in relation to the property;
- 7.1.4. there is no law or decree or similar enactment binding on it in so far as it is aware which would conflict with or prevent it from entering into or performing and observing the terms of this Agreement;
- 7.1.5. no building or structure on the property encroaches on the adjoining property;
- 7.1.6. as far as the Vendor is aware, each dividing fence and wall is on the boundary of the property;
- 7.1.7. the Vendor is not engaged in nor threatened by any litigation, arbitration or administrative proceedings relating to this Property;
- 7.1.8. there is no adverse claim on the Property, dispute regarding ownership, boundary, easement, rights of way or any other such matters;
- 7.1.9. the Property is not subject to any overriding interest or equities in favor of a third party which grants that the third party any non-Registrable interest or right in the Property (or any part thereof) and there is no mortgage, charge, pledge, lien or any other form of security or Encumbrance on, over or affecting the Property;
- 7.1.10. the Vendor has not given any rights of way, easement or any overriding interest and has no intention of so doing;
- 7.1.11. the Property is not a buffer zone, road reserve or public land and its ownership thereof is not subject to any challenge whatsoever from any Competent Authority or any third party whatsoever;
- 7.1.12. all the requisite approvals, consents and authorizations in respect of the ownership, use, purposes and development of the Property have been obtained from the Competent Authority and all requisite payments to procure the consents, approvals and authorizations have been paid;
- 7.1.13. the Vendor has not received any notice from any Competent Authority or from owners of adjoining properties which remain to be complied with;
- 7.1.14. the Property has not been set aside for any public purpose and the Vendor has not received any notice from any Competent Authority informing them that the Property has been set aside for any public purpose or that the Commission intends to compulsorily acquire the Property;
- 7.1.15. no mining lease or licence has been issued under any Act, in respect to the Property; and

- 7.1.16. the Vendor is not entering into this Agreement with the intention of delaying or defeating or hindering the exercise by a creditor of any right of recourse to the Property.
- 7.2. The Purchaser warrants to the Vendor as follows:
  - 7.2.1. The Purchaser has capacity to enter and perform or procure the performance of the Purchaser's obligations under this Agreement; and
  - 7.2.2. That the Purchaser has sufficient financial resources to perform the Purchaser's obligations under this Agreement.

## **8. COMPLETION**

- 8.1. Completion shall take place at the offices of the Vendor's Advocate.
- 8.2. Subject to clause 3.1 and 3.3 above the Vendor's Advocates shall on the completion date release the following Completion Documents to the Purchaser, Purchaser's Advocates or the Purchaser's Financier's Advocates (as the case may be) the following documents:
  - 8.2.1. Original Title for the Property;
  - 8.2.2. Transfer in favour of the Purchaser (in triplicate), duly executed, authenticated, and the coloured passport photos affixed (to be prepared by the purchaser's advocates or the purchaser);
  - 8.2.3. Certified copies of the Certificate of Registration and KRA PIN Certificate of the Vendor;
  - 8.2.4. Duly signed resolution or such extract of a resolution by the Vendor authorizing the sale and transfer of the Property;
  - 8.2.5. Certified copies of the IDs/Passports and PIN Certificates of the authorized signatories of the Vendor's who have executed the Transfer;
  - 8.2.6. Land Rates and Land Rent payment receipts for the year of completion, Clearance Certificates (where applicable);
  - 8.2.7. Ardhisasa ID of the Vendor; and
  - 8.2.8. Relevant Consents (where applicable)
- 8.3. The Purchaser hereby indemnifies the Vendor from all claims and liability arising from failure to effect transfer.

## **9. INDEMNITY**

The Purchaser fully indemnifies and holds harmless the Vendor from and against any loss, cost, claim, demand, expense, proceeding and/or damage suffered or incurred by the Vendor arising in any way out of or in connection with any breach of or failure by the Purchaser to observe and perform the Purchaser's duties and obligations under or pursuant to this Agreement.

## **10. BREACH BY EITHER PARTY**

10.1. If the Purchaser is for any reason unable to complete the sale transaction, and the Vendor is ready, able and willing to Complete, the Vendor's Advocate shall issue *twenty-one (21) days*' notice to complete to the Purchaser with a copy to the Purchaser's Advocate and if at the expiry of the Notice the Purchaser shall still be unable to Complete, the Vendor shall be at liberty at their discretion to:

10.1.1. rescind the Agreement. If the Vendor rescinds this Agreement, the Purchaser shall forfeit the initial and the further Deposit to the Vendor as liquidated damages; or

10.1.2. Extend the Completion Date for such further period as the Vendor may, in its sole discretion, determine (the "Vendor Extended Completion Date"), provided always that:

(a) if, at the expiry of the Vendor Extended Completion Date, the Purchaser is unable to complete, this Agreement shall stand rescinded; and

(b) upon such rescission, the Purchaser shall forfeit to the Vendor the Initial and Further Deposits as agreed liquidated damages;

10.2. Upon termination of this Agreement by the Vendor, the Vendor shall be at liberty to proceed to negotiate with any other person to require such other person to purchase the Property on such terms and conditions as may be agreed between the Vendor and such new purchaser.

10.3. In the event that the Vendor fails to fulfill any of its obligations under this Agreement, the Purchaser shall issue a written notice of default, allowing the Vendor a period of *twenty-one (21)* days to remedy the breach. The notice shall clearly specify the nature of the default and require the Vendor to rectify the same within the stipulated period. If the Vendor then fails to comply with the notice, the Purchaser may at its discretion and without prejudice to any other rights and remedies have the right to:

10.3.1. Rescind the Agreement; or

10.3.2. Extend the Completion Date for such further period as the Purchaser may, in its sole discretion, determine (the "Purchaser's Extended Completion Date"), provided always that if, at the expiry of the Purchaser's Extended Completion Date, the Vendor is unable to complete, this Agreement shall stand rescinded.

10.4. In the event of rescission by the Vendor, the Vendor shall refund to the Purchaser the money paid towards the Purchase Price (in cleared funds and without any deductions whatsoever).

## 11. NOTICE

All notices shall be in writing and shall be deemed received by the recipient if hand delivered to the physical address or on expiry of five (5) days of prepaid registered post, sent to the email address, WhatsApp of the receiving party, with a copy to the Advocates.

<b>VENDOR'S ADDRESS: -</b>	<b>PURCHASER'S ADDRESS: -</b>
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Physical Address:	Physical Address:
Email Address:	Email Address:
Postal Address:	Postal Address:
WhatsApp Telephone Number:	WhatsApp Telephone Number:

**12. DISPUTE RESOLUTION**

If a dispute arises out of or in connection with this Agreement the parties shall seek to resolve the matter in dispute by negotiations between themselves within fourteen days, failing which the aggrieved party shall seek remedy in a court of competent jurisdiction.

**13. SURVIVAL**

Notwithstanding the sale of the Sale Property and the registration of the Transfer in favour of the Purchaser this Agreement shall continue to remain in force until all the Parties' obligations have been performed and the transactions envisaged herein are fully completed.

**14. REMEDIES CUMULATIVE**

Save as expressly provided in this Agreement, any remedy or right conferred upon the Vendor or the Purchaser shall be in addition to and without prejudice to all other rights and remedies available to them.

**15. FORCE MAJEURE**

- 15.1. No party to this Agreement shall be liable for any failure to fulfil its obligations herein where such failure is caused by circumstances outside the reasonable control of such party including any act of God, insurrection or civil disorder, war, or other military operation, national or local emergency, acts of Government, labour disputes of any kind, fire, lightening, explosion or any other such cause (hereinafter referred to as "Force Majeure Event"). In the event of a Force Majeure Event, the performance of the obligations of this Agreement may be extended by the period of the Force Majeure Event or situation.
- 15.2. In case the Force Majeure Event persists continuously for at least three months, then both parties shall consult and agree within a period of fourteen (14) days from the lapse of the three months period on necessary arrangement for further implementation of this Agreement. In case both parties are unable to agree on such further implementation or such further implementation is unforeseeable and or impossible then this Agreement shall be terminated.

**16. RESTRICTION ON ASSIGNMENT AND SUB-SALE**

This Agreement is personal to the Purchaser and is not capable of being assigned.

**17. COSTS AND TAXES**

- 17.1. Each party shall bear its own legal costs in connection with the negotiation, preparation, execution and performance of this Agreement.
- 17.2. The Vendor shall bear the cost of procuring the Completion Documents while the Purchaser shall pay the stamp duty and registration fees on the Transfer.
- 17.3. The Vendor shall bear capital gains tax (if payable).

**18. CAPACITY**

- 18.1. The Vendor sells the Property as the legal and beneficial owner of the Property and has full and unrestricted power and capacity to sell and transfer the Property to the Purchaser.
- 18.2. Where the Purchaser is a corporate entity, it warrants that it has full power and authority to enter into and perform its obligations under this Agreement and that all necessary corporate resolutions, authorizations, and consents required to purchase the Property have been duly obtained.
- 18.3. Where the Purchaser is an individual (or individuals), the Purchaser warrants that they have full legal capacity to purchase the Property and are not under any legal incapacity or restriction that would affect the enforceability of this Agreement.

**19. APPORTIONMENT OF OUTGOINGS**

All outgoings payable in respect of the Property including land rates shall be apportioned between the Parties as at the date of this Agreement.

**20. ANTI-MONEY LAUNDERING**

- 20.1. The Purchaser confirms, represents and warrants to the Vendor that the Purchase Price and all monies paid by the Purchaser pursuant to this Agreement are not proceeds of any crime and the Purchaser is compliant with all applicable laws and statutes relating to anti-bribery, anti-corruption and anti-money laundering in Kenya including but not limited to the Proceeds of Crime and Anti-Money Laundering Act (Cap. 59A) and the Anti-Corruption and Economic Crimes Act (Cap. 65).
- 20.2. The Purchaser hereby indemnifies and shall always keep the Vendor fully indemnified against any actions, proceedings, claims, demands, judgments or any other losses or damage that the Vendor may suffer due to breach or suspected breach of the representations and warranties in clause 20.1 above. If any action or proceedings are brought against the Vendor as a result of breach of clause 20.1, the Vendor shall defend the same at the Purchaser's cost and the Purchaser shall co-operate fully with the Vendor in such defense upon being notified of such action.

20.3. Failure by the Purchaser to adhere to the provisions of this clause shall be treated as a material breach of the provisions of this Agreement and shall entitle the Vendor, without prejudice to any other rights or remedies that the Vendor may have, to terminate this Agreement forthwith by issuance of *twenty-one (21)* days' written notice to that effect to the Purchaser and report the Purchaser to the relevant government authorities.

**21. DATA PROTECTION**

21.1. The Parties hereby agree and consent to:

21.1.1. The collection, use, processing, transfer or retention of certain personal information about themselves (the “**Data**”);

21.1.2. Any transfer of Data for the purposes of implementing the Transfer of the Property and/or administering the transfer and/or registration of the title for the Property;

21.1.3. The use, processing, transfer and retention of the Data by or to either Parties' advocates, its employees and project team and/or the Registry of Lands, Companies Registry (where applicable), Kenya Revenue Authority or other competent governmental authority for the implementation of the terms of this Offer for Sale and subsequent Agreement for sale (including registration of the Transfer);

21.1.4. The use, processing and transfer of the Data in fulfilment of any legal obligations under this Offer for Sale and subsequent Agreement for sale pursuant to and under the laws of the Republic of Kenya or directive of any competent governmental authority, provided that should any Party be required to disclose any of the other Party's Data other than as provided under clause (iii) above, then they shall immediately and in any event within one (1) Business Day of receiving such request for Data disclosure by a Competent Authority notify the other Party; and

21.1.5. The transfer and retention of such Data by third parties in connection with the aforesaid purposes.

21.2. The Parties agree to adhere to the provisions of the Data Protection Act No.24 of 2019 in the collection, handling, and processing of the Data.

21.3. For the purposes of this clause, the term “Data” means certain personal information about the Parties names, date of birth, gender, postal address, physical home address, identification details and documentation, telephone number(s), email address, tax or other identification number, Ardhi Sasa IDs and any other general personal information that may be provided to the Parties' advocates, the Registry of Lands or a Competent Authority in relation to this Offer for Sale and subsequent Agreement for sale.

21.4. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable legislation and regulatory requirements in force from time to time relating to the use of personal data.

21.5. Each party shall maintain, and update as needed, technical and organizational

confidentiality and security measures designed to protect any Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access to or use of Data transmitted, stored or otherwise processed.

21.6. For the purposes of this clause, the term 'Data' means certain personal information about the Parties and their representative's names, date of birth, gender, postal address, physical home address, identification details and documentation, telephone number(s), email address, tax or other identification number, ArdhiSasa IDs and any other general personal information that may be provided to the Parties' Advocates, the Registry of Lands or a Competent Authority in relation to this Agreement and registration of Transfer.

**22. TIME**

Time shall be deemed to be of the essence for all the purposes of this Agreement.

**23. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the Laws of Kenya.

**24. ENTIRE AGREEMENT**

This Agreement constitutes the whole Agreement between the parties hereto and no variations thereof shall be effective unless made in writing and signed by all the parties. This Agreement supersedes and replaces any prior agreement(s) relating to the subject property and the parties herein.

**IN WITNESS WHEREOF** the Vendor and the Purchaser hereto have executed this Agreement the day and year first hereinbefore written

Sealed with the common seal of the Vendor

**TELPOSTA PENSION SCHEME TRUSTEES  
REGISTERED**

In the presence of:

**TRUSTEE**

**TRUSTEE**

**I CERTIFY** that ..... and .....  
being both trustees of the Vendor appeared before me on the ..... day of  
..... 20....and being known to me/being identified by  
.....of..... freely and voluntarily witnessed the affixing  
of the seal of the Vendor and acknowledged the above signature to be theirs and  
understood its contents.

.....

*Advocate's Signature and Stamp*

Signed by the PURCHASER  
(Individual)

**NAME:** .....

**ID No.** .....

**PIN No.** .....

**IN THE PRESENCE OF:** -

**SIGNATURE**.....

**ADVOCATE**

**I CERTIFY** that ..... the Purchaser appeared before me on the ..... day of ..... 20....and being known to me/being identified by .....of ..... acknowledged the above signature or mark to be his/hers/theirs and that he/she/they had freely and voluntarily executed this instrument and understood its contents.

.....

*Advocate's Signature and Stamp*

Sealed with the common seal of the Purchaser (if company)

In the presence of:

**DIRECTOR**

**DIRECTOR/SECRETARY**

**I CERTIFY** that ..... and ..... being both directors of the Purchaser appeared before me on the ..... day of ..... 20....and being known to me/being identified by .....of..... freely and voluntarily witnessed the affixing of the seal of the Purchaser and acknowledged the above signature to be theirs and understood its contents.

.....  
*Advocate's Signature and Stamp*