**DEED OF SETTLEMENT**

**THIS AGREEMENT** is made this ………………... day of …………………………2022 **BETWEEN ABC (hereinafter also referred to as ABC)** of National ID No. …………. and of Post Office Box Number ………, Nairobi, of the one part **AND DEF (hereinafter also referred to as DEF)** of National ID No…………. and of Post Office Box Number ………., Nairobi of the other part, also hereinafter collectively referred to as the parties.

**WHEREAS:**

1. The parties were married in …….. in (year and place)
2. **ABC** Petitioned for divorce in the (place and give indication whether the same is ongoing or has been concluded).
3. There is no child/There are …children of the marriage between the parties.
4. The parties have agreed to share the property in the Republic of Kenya as follows:

1. **ABC SHARE:**
2. Town House Number ………. being Land Reference Number …….., Nairobi (Original Number ………..) under the following terms:

That all income derived from the sale of the property shall be applied on the ……. obligation of ………… to ………. Bank, Account Number ……… due and payable as at …………

1. ………… Apartment A9 erected on Land Reference Number ……….. Nairobi.
2. Motor Vehicle …….. Registration Number ………….
3. Half (1/2) the balance/Entire amount as at the date of divorce/separation in Account Number ………… in the …………(state bank)  **DEF** shall transfer **ABC’S** share into the account below before the release of titles documents under his/her share :

(Input account details)

1. One half (1/2) balance/Entire amount as at the date of divorce/separation in Account Number ……….. in the ……….. **DEF** shall transfer the amount into **ABC'S** account below before the release of the title documents under his share :

(Input account details)

The total amount to be remitted by **ABC** into **DEF’S** Account as indicated in clauses (d) and (e) above is Kenya Shillings ……….. (Kshs, …………..).

1. Kenya Shillings …………… (Kshs. …….) (in compensation for the property known as Title Number ………..) from **ABC** payable as follows:
2. The full amount is to be paid within 24 months with effect from ………
3. The sum of Kenya Shillings ……….. (Kshs. ………) to be paid by equal monthly installments of Kenya Shillings …………… (Kshs. ……..) on or before ……. dayof every month with effect from …………...
4. The balance of Kenya Shillings ……………. (Kshs. ……..) to be paid by the …… Installment on or before ………………
5. The above sums to be deposited in the following account:

(Input account details)

1. **DEF’S SHARE**:
2. Property Title Number ……………….
3. Property Title Number ………….The title document of the property known as Title Number ……………………… to be released to **DEF** but the transfer to be effected in accordance with the **proviso to Clause 7 below.**
4. Land Reference Number ……. (Original Number ……..) in the …….. area of Nairobi.
5. Property Title Number ………………
6. Developed Property in ……………
7. Undeveloped Property in ………………
8. One half (1/2) balance on the date of divorce in Account Number ……. in the …….
9. One half (1/2) balance on the date of divorce Account Number …….. in the ………..

**REGISTRATION**

1. The parties undertake to facilitate the transfer of the properties indicated in this settlement deed as follows and in particular to work together in acquisition of the following documents.
   1. **Rent and Rates Clearance Certificate.**
   2. **LCB or Commissioner of Lands Consent (whichever is applicable)**

The remaining owner of the asset will meet the costs relating to the acquisition of the documents.

1. Where **ABC’S** name appears in the title documents for the following properties, she undertakes to execute the related transfer documents in favour of **DEF** within ……………………. days from the date of execution of this Deed of Settlement:
2. Land Reference Number ……………. (Original Number …….) in the ……area of Nairobi.
3. Property Title Number ……………………….
4. **ABC** shall also provide any document necessary for transfer of the properties listed in **clause 7 (a)** above within **……………………….. days** from the date of execution of this agreement. These includes copies of:

* Duly Executed Transfer Forms with respect to all properties
* Passport Sized Photographs
* Identification Document In Triplicate
* PIN Certificate
* Capital Gains Tax Declaration Form
* Any other relevant document

Provided that Property Title Number ……… will only be transferred to **DEF** and the relevant transfer documents executed upon payment in full of the amount mentioned in **Clause 5 (g).**

1. Where **DEF’S** name appears in the title documents for the following properties, he undertakes to execute the related transfer documents in favour of **ABC** within ……………………… days from the date of execution of this Deed of Settlement **PROVIDED** that **DEF** shall not be required to return the duly executed documents to **ABC** or her advocates before receipt by him or his advocates of the title documents comprising his share and set out in paragraph 6 (a), (b), (c), (d), (e), (f) and (g) of the deed hereof:-
2. …………………… A9 erected on Land Reference Number ………, Nairobi.
3. Town House Number…….. on ……. being Land Reference Number ….., Nairobi.
4. ………. Machine. The execution of this Agreement serves as a consent by **DEF** that **ABC** may transfer the Machine to a party of her choice.
5. **DEF** shall also provide any document necessary for transfer of the properties listed in **clause 7 (c) above** within **………………….. days** from the date of execution of this agreement. These includes:

* Duly Executed Transfer Forms with respect to all properties and shares
* Passport Sized Photographs
* Identification Document In Triplicate
* PIN Certificate
* Capital Gains Tax Declaration Form
* Share Transfer form and form D in respect of the Management Company
* Consent to transfer John Deere Back Hoe Machine
* Any other relevant document

1. The parties undertake to facilitate the closure of the following joint account on the date of the divorce:
2. Account Number ……….. in the …………(Bank)
3. All original title documents in respect of **DEF’S** properties listed under Clause 6 in the custody of **ABC** shall be released to **DEF** or his attorney within ………….. (…..) days of **DEF’**s payment of the sum due to **ABC** under clause 5(e) and 5(f*)* upon execution of this agreement.
4. **SETTLEMENT**
5. The agreement herein constitutes a full and final settlement of any claim that either party can raise under Kenyan law in life or in death.
6. The parties declare that it is their intention to be strictly and legally bound by the property distribution schedule contained in the Settlement Deed herein.
7. Any asset not covered in this agreement and any asset to be acquired by either party after the date of execution of this agreement is not common or matrimonial property and shall NOT be subject to judicial proceedings or claim by either party either in life or death.
8. **ABC** shall within ………………… days of the execution of this Deed of Settlement at her own cost procure the de-registration of company known as ………….. or totally expunge the name of **DEF** from the records of the said company and shall further indemnify **DEF** against any claims and/or obligations that may arise in connection with the activities of the said company.
9. Parties confirm that they have entered into this agreement voluntarily without any undue influence, coercion, misrepresentation or fraud.

**IN WITNESS WHEREOF** the parties hereto have voluntarily executed this Deed and initialled on the date first hereinabove written.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered as of the date first hereinabove written.

**SIGNED** by )

**ABC**  )………………………………….

In the presence of: )

)

)

**SIGNED** by )

**DEF**  ) ………………………………….

In the presence of: )

)

)

)

**Drawn & Filed By:**

**…………………………**

**…………………………**