List of Documents for an Apartment Refund After Bank Auction

Educational sample 059 | Environment and Land Court at Nairobi

Educational reconstruction based on a reported Kenyan decision. This is newly drafted text, not an original court filing, not a matter handled by our team, and not proof that a sample argument succeeded. Parties, parcels and identifying case details in the specimen are replaced with bracketed fields. Do not sign, swear or file it without checking your facts, jurisdiction, applicable rules and court directions.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIROBI

CASE OR APPLICATION NO [insert appropriate reference]

[APPLICANT OR CLAIMANT] v [RESPONDENT OR DEFENDANT]

LIST OF DOCUMENTS

1. The Plaintiff intends to rely on the following documents, subject to proof and the Court’s directions. Insert the date, original or certified-copy status and bundle page for every item.

2. P1. Offer and acceptance: identify the unit, contracting parties and KES 9,500,000 price. P2. Executed sale agreement and amendments: mark the free-from-encumbrance promise and the obligations of each developer defendant.

3. P3. Purchase ledger and underlying receipts or bank transfers: reconcile each payment with its recipient and the total alleged. P4. Separate KES 508,500 title-processing receipts: identify their purpose and exclude overlap with P3.

4. P5. Handover form and possession records: establish when the purchaser took possession. P6. Title, register, charge and relevant lender correspondence: show the development’s financing history without assuming that every charge was invalid.

5. P7. Auction advertisement, notices and memorandum of sale: identify the sale and the property affected. P8. Possession and handover correspondence after auction: establish the actual loss of possession.

6. P9. Tenant lease, rental receipts and managing-agent correspondence: support the monthly rate and periods actually paid. P10. Direction redirecting rent and the rental-loss schedule: distinguish earlier and later periods and explain any rate change.

7. P11. Earlier pleadings, rulings and orders concerning the developer and lender: disclose refused applications and any existing determination. P12. Bank costs order, taxation material and payment receipts: support the conditional KES 502,750 item.

8. For each item, identify the witness through whom it will be produced and any authenticity objection requiring resolution. An electronic printout needs its applicable evidential foundation; attaching it to this list does not establish admissibility.

9. Private tenant details, bank account numbers, identity documents and signatures must be redacted in the public sample. Preserve complete originals for counsel and lawful court production. The Plaintiff reserves only the right to seek leave for additional documents where the rules and directions permit it.

DATED at [place] on [date]. [Signature of party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected party and address].

Use and evidence notes

Do not list an auction memorandum, bank order or payment receipt that you do not possess as if it were already available. Mark missing records and arrange lawful production. This evidentiary list is distinct from the amended plaint and quantum schedule.

Source and procedural limits

The purchaser’s agreed apartment price was KES 9,500,000. He also paid KES 508,500 towards title processing, took possession and rented the unit out. The development land secured a bank facility. After the developer’s default, an auction and diversion of rent deprived the purchaser of the unit. The claim against the two developer defendants proceeded undefended.

The court awarded the price and processing payments, KES 990,000 for an earlier rental-loss period, KES 960,000 for the later period, and conditional reimbursement or payment of KES 502,750 bank costs. Interest dates differed between the items. It did not cancel the bank auction. The judgment’s listed instalments and later rental-period calculation contain apparent reconciliation gaps; a fresh pleading needs its own proved ledger.

A purchaser’s refund claim against developers must be separated from relief affecting a lender’s charge. Plead and prove each monetary component and avoid overlapping compensation. Civil Procedure Rules governing pleadings, witness evidence, documentary disclosure and amendment apply according to the actual stage of the case.

[2025] KEELC 1310 (KLR) — 13 March 2025. Source: https://new.kenyalaw.org/akn/ke/judgment/keelc/2025/1310/eng@2025-03-13

The linked original judgment may identify parties. This public specimen omits their names. Historical allegations are not presented as established facts. A different result in your own proceedings is possible.