**AGREEMENT FOR SALE OF A MOTOR VEHICLE**

**MADE THIS……….DAY OF…………………….., 2019**

**BETWEEN:**

**[x: the Vendor]**

**AND:**

**[x: the Purchaser]**

**AGREEMENT FOR SALE OF A MOTOR VEHICLE.**

THIS AGREEMENT is made this **………..Day of……………….,2019**

**BETWEEN**

[**Name**] a [male/female] adult holder of National Identity Card Number [X] ofPost Office Box Number [X] (hereinafter referred to as “**the vendor**” which expression shall where the context so admit include his heirs, assigns and personal representatives) on the one part whose personal details are borne out in the attached copy of National Identity Card; **AND**

**[Name: Purchaser]**, a [male/female] adult holder of National Identity Card Number [X] of Post Office Box Number [X] (hereinafter referred to as “**the purchaser**” which expression shall where the context so admit include his heirs, assigns and personal representatives) on the second part whose personal details are borne out in the attached copy of National Identity Card.

**WHEREAS: -**

1. The Vendor is the beneficial and equitable proprietor (as purchaser) of motor vehicle registration [NUMBER PLATE] bearing Engine No. [X], Chassis/Frame No. [X] as more particularly described in Logbook No. [X] issued on [X] attached to and forming part of this agreement:
2. The Vendor is desirous of disposing the said motor vehicle together with its accessories hereinafter referred to as (“**the sold chattel”**) by way of sale;
3. The Vendor is desirous of disposing of the sold chattel by way of sale; and
4. The Purchaser has agreed to purchase the sold chattel.

**1.0 NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

* 1. The sold chattel is sold at a consideration of Kshs. [x]/=
  2. The purchase price shall be paid as follows: -
     1. Kshs. [x]/= upon execution hereof receipt of which the vendor acknowledges by execution hereof:
     2. Kshs. [x]/= on or before [x].
  3. The sold chattel is sold on as-is-where-is-basis and subject to Acts Reservations Stipulations and Conditions contained or implied in the title thereto but otherwise free from any encumbrance.
  4. The vendor shall concurrently with the execution of this Agreement put the purchaser into possession of the sold chattel.
  5. The purchaser having inspected the sold chattel has prior notice of the identity thereof and of its actual mechanical state and condition and takes it subject to such state and condition save where the vendor or his agents, employees, partners, assigns or stakeholders developed or used schemes, directly or indirectly, that misguided or influenced the purchaser’s decision to purchase the sold chattel.

**2.0 SPECIAL CONDITIONS: -**

* 1. The purchaser will take care of registration fees and stamp duty for purposes of effecting transfer of title to the said sold chattel in favour of the purchaser save for the legal or advocates fees, which each party shall settle its own costs.
  2. The vendor hereby transmits to the purchaser a duly executed Transfer Form by the current registered proprietor of the sold chattel to facilitate transfer of title thereto to be released to the purchaser.
  3. The purchaser will receive KES. [x] only.
  4. Time is of the essence in this Agreement.
  5. No delay or failure to exercise any power, right or remedy shall operate as a waiver thereof and no partial exercise of any right power or remedy shall preclude its further exercise or the exercise of any power right or remedy.
  6. Any party in breach of the terms of this Agreement shall, if the vendor, refund to the purchaser within fourteen (14) days of receipt of notice of breach all monies received and in addition thereto pay a penalty of Kshs.100,000/= only and if the purchaser he shall be liable to a penalty of Kshs. 100,000/= only but shall otherwise be entitled to a refund of all monies paid by him within fourteen (14) days of receipt by him of notice of breach.
  7. Further to and without prejudice to clause 2.5 herein the offending party shall indemnify the aggrieved party against all expenses, costs, charges, fees and all other sums paid or incurred towards the performance of any covenant herein.

**3.0 THE PARTIES HERETO AGREE: -**

* 1. That this Agreement shall in all respects be construed in accordance with and governed by the Laws of Kenya.
  2. That in the event that any provision of this Agreement is declared by any judicial or any other competent authority to be void, voidable, illegal or otherwise unenforceable the same shall be deemed as severable from the remainder of this Agreement and shall not render the rest of this Agreement invalid or unenforceable.
  3. That this Agreement supersedes all previous understandings and undertakings (if any) either written or verbal between the parties in relation to the sale. No waiver, alteration, variation or addition to this Agreement shall be effective unless made in writing on or after the date of this Agreement and acceded to by the parties herein.
  4. That any notice to any of the parties herein shall be served by personal delivery or by prepaid recorded delivery post or by telex or by facsimile transmission to the address of the office from which the party is physically resident or carries on his own business, trade or profession or such other address as may be notified for that purpose from time to time. Any such notice sent by pre-paid recorded delivery post shall be deemed to be effectively served fourteen (14) days after it has been placed in the post and in the case of telex or facsimile transmission on the next following day and in each case notice shall be deemed given both in the jurisdiction of dispatch and in that of receipt.
  5. That the rights and remedies provided by this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
  6. That the failure of any of the parties at any time or from time to time to require performance of any provision of this Agreement shall in no manner affect his rights to enforce such provisions at a later time. No waiver by any party of any condition or waiver of the breach of any term or covenant contained in this Agreement whether by conduct of otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or deemed to be construed as the breach of any other term or covenant in this Agreement.
  7. That if and to the extent that on account of **force majeure** (as hereinafter defined) any party fails to perform any of its obligations under this Agreement for a period of not more than fourteen (14) days such failure shall not constitute a breach of this Agreement provided that the other party has been notified promptly in writing of the same. Either party shall be entitled to terminate this Agreement forthwith by written notice if by reason of **force majeure** if any party is unable to perform its obligations for a period exceeding fourteen (14) days;
  8. That in this Agreement unless the context otherwise requires: -
     1. words denoting the singular number only shall include the plural number also and vice versa and words importing the masculine gender include the feminine gender and neuter and vice versa;
     2. references to costs charges or expenses shall be deemed to include in addition, references to any tax charged or chargeable in respect thereof;
     3. a reference to indemnifying any person against any circumstances includes indemnifying and keeping harmless a person from all actions claims and proceedings from time to time made against that person and all loss or damage and all payments costs and expenses made or incurred by that persons as a consequence of or which could not have arisen but for that circumstance;

* + 1. the word “tax” shall be construed so as to include any tax, levy, import assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same and taxation shall be construed accordingly and the expression “competent taxing authority” means in respect of any state or administrative division thereof, any governmental authority monetary agency or central bank having power to collect or levy tax;
    2. the expression “covenant” means and includes “agree” and “agreement;
    3. references to “writing” shall include any mode of reproducing words in legible and non-transitory form;
    4. “**force majeure**” in this Agreement means any event or circumstances (whether arising from natural causes or otherwise) beyond the control of any of the parties herein including (in so far as beyond that control and without prejudice to the foregoing) strikes, lockouts or other labour disputes, shortage of materials, riots, civil commotion, acts of God, earthquake, fire, lightning, electrical storms, loss, delays at sea or in air transport, equipment breakdown, war, national emergencies, prohibitive decisions by the government or local authority.
    5. “chattel” shall mean and include motor vehicle registration mark [NUMBER PLATE] and its accessories including one spare tyre and one (1) ignition key.

IN WITNESS WHEREOF the parties set forth their singular and respective hands hereto the date month and year first written.

Signed by the vendor ]

and:-

Signed by the purchaser ]

Both in the presence of:- ]

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] [**name**]; I.D. No. [x]

]

]

]

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] [**name**]; I.D. No. [x]

]

IN FURTHER WITNESS WHEREOF the parties’ independently appointed witnesses sets forth his hand hereto the date month and year first written.

Signed by the vendor’s witness ]

and:- ]

Signed by the purchaser’s witness ]

Both in the presence of:- ]

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] [witness name] ; I.D. No. [x]

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] [witness name]; I.D. No. [x]

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