**SAMPLE 1- VEHICLE SALE AGREEMENT**

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SELLER:**

**MS/MRS/MRS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
P.O. BOX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
ID number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BUYER:**

**MS/MRS/MR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
P.O. BOX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
ID NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This is a sale agreement for vehicle of Registration number; **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The seller has agreed to sell and buyer has agreed to buy the above vehicle (details below) on a where is basis and is condition.

The buyer has seen the said vehicle and approved the same.

**Vehicle Details:**

**MAKE; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
REGISTRATION NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
ENGINE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
CHASSIS NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
LOG BOOK NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
THE PRICE AGREED IN KSH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TERMS AND CONDITIONS;**

1. The seller will release the original log book and transfer documents AFTER RECEIVING full and final payment by the buyer
2. The said property remains property of the Seller until fully paid for.
3. The seller shall not be responsible for any liability for the above said vehicle on and after the date of collection.
4. The terms and conditions of the Law Society of Kenya standard contract is applicable to this agreement as long as they are consistent with this agreement.
5. The seller hereby acknowledges that all government taxes for the above said vehicle have been fully paid as at to date. The selling price has been calculated according to current taxes, any further claim in future by the government relating to additional taxes, the buyer shall bear the cost.
6. The buyer hereby acknowledges having examined and taken delivery of the above said vehicle.

**SELLER; BUYER; WITNESS;**

**---------------------------------------------- --------------------------------------------------- -------------------------------**

**NOTES-**

**If you need to have the agreement to include other details feel free to** **contact us****.
Such as; having the agreement modified to include payment in instalments, hire purchase or otherwise.**

**Advice on process- Written to be Valuable to the buyer and seller-**

1. **Asses the car- is it mechanically sound

If you lack the experience to vet the vehicle it would be ideal to have a mechanic inform you about all the details regarding the car after performing proper assessment.**
2. **Reach an agreement on terms of sale. Would you like to make a full payment upfront?

The contract for Sale, can be modified to meet the needs of both parties. You could edit the above but it is recommended you follow the proper legal procedure.**
3. **Make the payment

It is always recommended you pay by cheque so it is traceable. There is an ideal system whereby you deposit the payment in the advocates account, the advocate then releases the vehicle once it ensures the paperwork has been completed and is in good order.**
4. **Transfer the Vehicle on the NTSA platform.

This process is done by the vehicle owner from their NTSA TIMS account. The party that pays the transfer cost is normally the buyer. They will transfer it to you online and you must then accept it from your personal TIMS account.**
5. **The seller should give you the original logbook and you then go submit it to NTSA and collect the new version.**
6. **The final stage is to then get the vehicle insured under your name. Because we care- we even have the guidelines of how to handle an accident can be found in this link; kenyanlaw.com.

Getting the right insurance is crucial and we are here to help you.**

**Our organisation can perform the entire procedure above. You bring in the car, we mechanically vet it. We perform all paperwork and transfer it to the buyer and even ensure you are tax complaint when performing the sale.**

**DISCLAIMER- this is a simple guide. It is not to be taken as legal advice.**

**If you want a law firm to provide legal advice, contact us on** **info@kenyanlaw.com**