**SALE AGREEMENT FOR MOTOR VEHICLE {{vehicle\_reg}}**

**CHASSIS NO. {{chasis\_no}}.**

An agreement made on the {{sale\_date}} between **RENTCO AFRICA LIMITED** (PIN NO P051402351S) of Post Office Box Number 24736 -00100 Nairobi in the Republic of Kenya (hereinafter called the “Vendor) of the one part, and {{client\_name}}holder of ID No. {{client\_id}} issued by the Republic of Kenyaandof Post Office Box {{postal\_address}}, Email {{email\_id}}, Tel {{contact\_no}} (hereinafter called the “Purchaser) of the other part.

**IT IS HEREBY AGREED**:

1. The Vendor is desirous of selling and the Purchaser is desirous of buying the motor vehicle described in the following schedule and hereinafter referred to as the “Vehicle” on an “as is” basis:

**SCHEDULE**

|  |  |
| --- | --- |
| **Year of manufacture**  **Make**  **Colour**  **Registration number**  **Chassis number**  **Engine Number** | {{yom}}    {{vehicle\_make}}  {{vehicle\_color}}  {{vehicle\_reg}}  {{chasis\_no}}  {{engine\_no}} |

1. The purchase price for the Vehicle shall be sum of Kshs. {{amount\_words}} **Only** ({{price}}**/-)** payable to RentCo Africa Limited’s ABSABank account upon the signing of this agreement.
2. The Funds will be remitted by the Purchaser as below for the full purchase of the Vehicle:

* Kshs. {{price}}/-

1. The Purchaser shall deposit the purchase price in the bank account of the Vendor as follows;

**Account Name:** - RentCo Africa Limited

**Bank Name:** - ABSA BANK K PLC

**Branch Name**: - LUNGA LUNGA

**Bank Account Number**: **-**2045555081 –KES

**Bank Code: - 03070**

**Swift Code: - BARCKENX**

1. Upon full payment of Kenya Shillings {{amount\_words}} Only (**KES** {{amount\_no}} **/=),** the Vendor will release to the Purchaser the said motor vehicle together with the following documents:

* Two copies of duly Signed Transfer forms;
* Copy of Vendor’s KRA Pin Certificate;
* Copy of the Vendor’s Certificate of Incorporation; and
* Original Motor Vehicle Logbook.

1. The risk in the Vehicle shall forthwith pass to the Purchaser on taking possession of the said Vehicle and the Vendor shall not be liable for any damage to or depreciation, loss or destruction of the said Vehicle from the date of signing of the sale agreement.
2. The Vendor confirms that any duty payable to the Kenya Revenue Authority has been paid and, in the event, that any is demanded after the date hereof, then the Purchaser will be liable to pay the same.
3. If the purchaser has placed a deposit with the vendor for the vehicle, the Purchaser has Fourteen (14) Days to clear the balance. If the purchaser fails to clear the balance within the aforementioned period, the deposit shall be refunded less 20% to the Purchaser whereafter the vehicle will be put back to the market.
4. The Purchaser hereby acknowledges that the Vehicle is second-hand, that they have inspected it and have satisfied themselves that it is in good order and condition. The Purchaser hereby expressly waives any right to make any claim whatsoever against the Vendor with respect to the Vehicle, including for hidden defects.
5. The Purchaser will be responsible for payment of any licenses and insurance charges payable if any upon the signing of this agreement.
6. The purchaser shall each pay the requisite legal transfer fees for the motor vehicle transfer from Vendor to Purchaser, as per this agreement.
7. Any variation to the terms or conditions of this agreement shall be in writing duly acknowledged and agreed upon by all the parties to this agreement.
8. All the parties to this agreement have participated jointly in its negotiation and In the event an ambiguity or question of intent or interpretation arises, and except for the exactitude of the information in article 4 above, whose correctness shall be RentCo Africa Limited’s sole responsibility, this agreement shall be construed as if drafted jointly by all the parties to this agreement and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this agreement.

**IN WITNESS WHEREOF** the parties have set their respective hands as herein below and on the date first mentioned above:

**SIGNED** by the Vendor: **In the presence of**

**RENTCO AFRICA LTD . . . . . . . . . . . . . . . . . . . . . . . .**

**. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .**

**SIGNED** by the Purchaser: **In the presence of**

**{{client\_name}} . . . . . . . . . . . . . . . . . . . . . . . .**

**. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .**