



## CAR PURCHASE AGREEMENT

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ >>><<<

### BETWEEN:

(1) >>><<< **(KENYA) LIMITED** a limited liability company incorporated in the Republic of Kenya whose postal address is care of Post Office Box Number >>><<<, Nairobi aforesaid (the "**Seller**" which expression shall where the context so admits include its successors and assigns) of the one part; **and**

(2) \_\_\_\_\_ of Post Office Box Number \_\_\_\_\_, Nairobi, aforesaid (the "**Buyer**" which expression shall where the context so admits include his personal representatives and assigns) of the other part.

### WHEREAS:

A. The Seller is the owner in its own name of a motor vehicle (the "**Vehicle**") the details of which are as follows:

Make : \_\_\_\_\_

Model / Type : \_\_\_\_\_

Registration Mark : \_\_\_\_\_

Date of First Registration : \_\_\_\_\_

Chassis Number : \_\_\_\_\_

Engine Number : \_\_\_\_\_

Colour : \_\_\_\_\_

B. The Vehicle was imported into Kenya by the Seller sometime in \_\_\_\_\_ and all duties including Customs Duty, Vehicle Excise Duty and VAT for the import of the Vehicle were paid in full at that time.

C. The Buyer is an employee of the Seller.

D. The Vehicle is presently being used by the Buyer in his everyday duties under the employ of the Seller.

E. At the request of the Buyer the Seller has agreed to sell and the Buyer has agreed to buy the Vehicle on the following terms and conditions.



**NOW IT IS HEREBY AGREED** as follows:

1. 1.1. The Seller will sell and the Buyer will buy the Vehicle for the total aggregate sum of Kenya Shillings \_\_\_\_\_ (KShs. \_\_\_\_\_) (the "**Purchase Price**");  
The Purchase Price shall be payable by the Buyer over a period of five (5) years in equal monthly instalments of Kenya Shillings \_\_\_\_\_ (KShs. \_\_\_\_\_).
- 1.3 The monthly instalments shall be deducted from the Buyer's monthly salary by the Seller until the Purchase Price has been fully discharged and the Buyer hereby authorises the Seller to do so.
2. The parties hereby expressly agree that the Vehicle shall remain the property of the Seller until the payment of the Purchase Price in full by the Buyer.
3. 3.1 Should the Buyer's employment with the Seller determine anytime after the commencement of this Agreement but prior to the Buyer discharging the full Purchase Price the Buyer hereby agrees to immediately discharge the remainder of the Purchase Price unpaid at the date of such determination.
- 3.2 Should the Buyer be unable to discharge the total amount outstanding at the date of the determination of his employment with the Seller as aforesaid the Buyer hereby agrees that the Seller will have the right to repossess and resell the Vehicle at the prevailing market price.
- 3.3 In the event the net proceeds of the resale of the Vehicle pursuant to clause 3.2 exceeds the balance of the total Purchase Price remaining payable to the Seller hereunder the excess shall be paid to the Buyer.
4. In the event that the Seller exercises its right of resale under clause 3.2 the Buyer shall pay to the Seller interest on the amount overdue at the prevailing market rate until payment in full of the outstanding amount such interest to accrue from day to day.
5. The parties agree that the Vehicle's logbook shall be retained at all times by the Seller until the Purchase Price has been paid in full by the Buyer and the Vehicle shall be registered in the name of the Seller.
6. Until the completion of the purchase of the Vehicle the Seller shall maintain insure and meet all expenses relating to the Vehicle.
7. The completion date for the purchase shall be five (5) years from the date of this Agreement or such other date as may be agreed by the parties in writing (the "**Completion Date**").
8. With effect from the Completion Date, the Seller will cancel all insurances taken out by it in relation to the Vehicle and the Buyer will then be responsible for insuring the car in his name and the liability, risk and responsibility shall transfer to the Buyer from the date thereof.



- 9.1 Upon receipt of the entire sum due as the Purchase Price of the Vehicle the Seller shall deliver to the Buyer the logbook of the Vehicle together with the Transfer duly signed to enable title to transfer to Buyer.
- 9.2 For the avoidance of doubt the date of transfer of the Vehicle from the Seller to the Buyer will be the Completion Date and not the date of this Agreement.
- 10. The Buyer has inspected the Vehicle and has notice of its actual state and condition and takes it as is and subject thereto.
- 11. Any representation or warranty whatsoever as to the condition of the Vehicle or its fitness for any purpose is expressly excluded.

**IN WITNESS** whereof the parties hereto have duly executed this Agreement the day and year first hereinabove written.

**SIGNED** by \_\_\_\_\_ )  
 for and on behalf of the >>><<< )  
**(KENYA) LIMITED** in the presence of: )  
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**SIGNED** by \_\_\_\_\_ )  
 in the presence of: )  
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**Drawn By: -**