

## **AGREEMENT FOR SALE**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000 BETWEEN **SIMPLE SIMON** of Post Office Box Number 6666, Nairobi in the Republic of Kenya (hereinafter called '*the seller*') of the first part AND **DESPERATE DAN** of Post Office Box Number 9876, Nairobi in the Republic aforesaid (hereinafter called '*the buyer*') of the other part.

### **WHEREAS**

A. The seller is the registered owner of the motor vehicle whose details are as follows:

Make:	Mitsubishi
Model:	Lancer
Year of Manufacture:	1991
Registration Number:	KAAA 001K
Chassis Number:	CSNC61AN123456
Engine No:	4G13PD0000
Colour:	Red

B. The seller has agreed to sell and the buyer has agreed to buy the said vehicle on the terms and conditions hereinafter contained.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

The agreed purchase price is Shs.385, 000.00 which sum is to be paid immediately upon the execution of this agreement.

The seller undertakes to execute a transfer form in favour of the buyer and to subsequently hand into the possession of the buyer the registration book of the vehicle, together with a true copy of his Identity Card and/ or passport, PIN code details and any other documents or details, as the case may be, that the buyer may require to facilitate the transfer and registration of the vehicle.

3. The seller will immediately make further arrangements as may be necessary to hand over possession of the vehicle as well as the keys thereto to the buyer.

The buyer is presumed to have inspected the vehicle and satisfied himself as to its condition, merchantability or suitability for his purpose and the seller gives no warranties, express, implied or otherwise regarding the state or condition of the vehicle and the seller shall not be called upon to make any modifications, alterations or repairs to the vehicle.

Upon receipt of the purchase price as stipulated above the seller shall relinquish all his rights title and interest in and over the said vehicle.

The seller undertakes to indemnify the buyer against claims of any and every nature, including claims for personal injury or material damage arising prior to the said vehicle being put into the buyer's possession aforesaid.

7. The seller warrants that he is the registered owner of the vehicle and that he has authority to enter into this agreement.

8. The buyer undertakes to meet the costs attendant to the preparation and completion of this agreement.

**IN WITNESS WHEREOF** the parties have hereunto set their hands the date and year first herein above written.

Signed by **SIMPLE SIMON** )  
in the presence of:- )  
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Signed by **DESPERATE DAN** )  
in the presence of:- )  
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Drawn by:

Spick Span & Co.,  
Advocates,  
Century Building,  
Mama Ngina Street,  
P O Box 9876,  
NAIROBI