



# AGREEMENT OF THE SALE OF A MOTOR VEHICLE Agreement Template

Entered into by and between

\_\_\_\_\_

(Hereinafter referred to as **“the Seller”**)

And

\_\_\_\_\_

(Hereinafter referred to as **“the Purchaser”**)

## 1. SALE

The Seller hereby sells to the Purchaser the following motor vehicle:

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

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Registration Number: \_\_\_\_\_

## 2. PURCHASE PRICE

2.1. The purchase price payable by the Purchaser to the Seller is the sum of R\_\_\_\_\_ (\_\_\_\_\_ Rands).

The purchaser shall pay a deposit of

R\_\_\_\_\_ (\_\_\_\_\_ Rands)

upon the signing of this agreement and the balance of the purchase price is to be paid by \_\_\_\_\_ (number) of monthly installments of

R\_\_\_\_\_ (\_\_\_\_\_ Rands) payable on or before the first day of each and every month, commencing on the \_\_\_\_\_

(day/month/year)



2.2. The full purchase price or the deposit, whichever is applicable, is payable on delivery of the vehicle, which will be accompanied by a Police Clearance Certificate for the vehicle.

### 3. WARRANTIES AND VOETSTOOTS SALE

- 3.1. The Seller sells the Vehicle voetstoots, and, subject to what is set out below, as is, with no warranties whatsoever;
- 3.2. The Seller warrants that the Seller has the full right and authority to sell and transfer the vehicle and hereby indemnifies the Purchaser against any claim relating thereto;
- 3.3. The Seller warrants that the Vehicle is fully paid for and that the Vehicle is sold free of any liens and encumbrances.
- 3.4. The Seller undertakes to sign such forms and change of ownership documentation to enable the Purchaser to transfer the Vehicle into his/her name against payment of the purchase price.
- 3.5. The Seller warrants that the Vehicle is roadworthy; the Purchaser however shall be responsible for the cost of the roadworthy test.

### 4. WHOLE AGREEMENT

This is the whole agreement between the parties and no amendment, alteration or addition thereto shall be of any force or effect unless reduced to writing and signed by both parties.



SIGNED at \_\_\_\_\_ (place) on this \_\_\_\_\_ (day, month, year).

\_\_\_\_\_

Seller

\_\_\_\_\_

Witness

\_\_\_\_\_

Purchaser

\_\_\_\_\_

Witness



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## DISCLAIMER

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