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SALE OF MOTOR VEHICLE INSTALMENTS

1. Parties

The parties to this agreement are:

1.1

(insert the name of the seller)

(insert the identity number of the seller)

(enter address of the seller)

(hereinafter called "the Seller") and

1.2

(insert the name of the buyer)

(insert the identity number of the buyer)

(enter address of the buyer)

(hereinafter called "the Buyer")

2 Sale and purchase

- 2.1 The Buyer agrees to purchase the Seller's motor vehicle as described in Schedule 1 below and will hereafter be referred to as "the Motor Vehicle."

SCHEDULE 1

Make Type: _____

Year and model: _____

Registration number: _____

Engine number: _____

Chassis number: _____

- 2.2 The Seller warrants that s/he is the owner of the Motor Vehicle, with no third party having a better right or title to the Motor Vehicle.

3 Price and manner of payment

- 3.1 The price payable by the Buyer to the Seller for the Motor Vehicle is the sum of _____ (insert purchase price) payable in monthly instalments of _____ (insert instalment amount) each, payable on or before the first day of every month, commencing on the _____ (insert first date of payment).
- 3.2 The Seller and the Buyer agree that the amount shall be paid by _____ (indicate payment options, for example, electronic fund transfer/direct deposit/cash).

4 Place where Motor Vehicle is to be kept

- 4.1 The Buyer shall inform the Seller in writing of the address at which the Motor Vehicle is to be kept and shall not, while any portion of the purchase price remains unpaid, remove the Motor Vehicle from the said premises without the written consent of the Seller, which consent shall not be unreasonably withheld.

5 Insurance

- 5.1 The Buyer shall at his/her own expense comprehensively insure the Motor Vehicle with an insurance company approved by the Seller for at least an amount equal to the purchase price and shall notify the said insurance company of the Seller's interest in the Motor Vehicle.

6 Risk

- 6.1 The risk in the Motor Vehicle shall forthwith pass to the Buyer who shall remain liable to pay the full balance of the purchase price despite any damage to or depreciation, loss or destruction of the Motor Vehicle from whatsoever cause arising.
- 6.2 The Buyer shall bear the costs of registration, transfer and traffic fines of the Motor Vehicle as from date of this agreement.

7 Restriction of Buyer's rights

- 7.1 The Buyer shall not sell, cede, assign, transfer or pledge the Motor Vehicle or allow it to become subject to any lien of whatsoever nature or deliver possession thereof to any other person while any portion of the purchase price remains unpaid.

8 Voetstoots clause

- 8.1 The Motor Vehicle is sold voetstoots.
- 8.2 The Seller shall not be responsible for any defects, latent or patent, or any damage resulting therefrom and the Buyer hereby agrees to accept the Motor Vehicle as it stands with all faults.
- 8.3 The Seller must inform the Buyer of all defects, **of which s/he is aware**, before conclusion of the agreement.

9 No warranties and representations

- 9.1 The Buyer hereby agrees that no warranties or representations have been given or made as to the state, condition or fitness of the Motor Vehicle which s/he takes with all faults and agrees to accept all risks of whatsoever nature.

10 Inspection

- 10.1 The Buyer hereby acknowledges that the Motor Vehicle is second hand, that s/he has inspected it, has satisfied him/herself that it is in good order and condition and is aware of all defects.

11 Roadworthy certificate

- 11.1 The Seller shall take the necessary steps to render the Motor Vehicle fit for a roadworthy certificate and shall deliver such certificate to the Buyer prior to delivery of the Motor Vehicle.

12 Registration

12.1 The Seller shall, upon receiving the full purchase price, sign such forms and deliver to the Buyer such documents as may be necessary to enable the Buyer to register the Motor Vehicle in his/her name.

13 General

13.1 No relaxation or indulgence granted by the Seller and no omission by the Seller timeously or diligently to enforce any right under this agreement shall be deemed to amount to a waiver of that or any other right.

13.2 No variation in terms of this agreement, novation or cancellation by mutual consent shall be of any force or effect unless reduced to writing and signed by both the Buyer and the Seller.

14 Breach

14.1 If a Party breaches a provision of this agreement, and fails to remedy the breach within 10 (ten) days of the date of receipt of a written notice from the aggrieved Party requiring him/her to do so, the aggrieved Party will be entitled to any remedy available in law, without further notice.

15 Signatories

Signed at _____ on _____ 20____

As witnesses for the Seller:

1. _____
Signature _____ Full name _____

2. _____
Signature _____ Full name _____

The Seller:

Signature _____ Full name _____

Signed at _____ on _____ 20____

As witnesses for the Buyer:

1. _____
Signature _____ Full name _____

2. _____
Signature _____ Full name _____

The Buyer:

Signature _____ Full name _____

Signed at _____ on _____ 20____