

## **Sale of a Motor Vehicle**

Memorandum of Purchase and Sale agreement entered into between:-

Name: \_\_\_\_\_

ID No: \_\_\_\_\_

**( “the Seller” )**

And

Name: \_\_\_\_\_

ID No: \_\_\_\_\_

**(“the Purchaser”)**

### **Description of Vehicle**

The Seller sells to the Purchaser a motor vehicle, more fully described as;

\_\_\_\_\_

### **Purchase Price**

The purchase price of the motor vehicle shall be R\_\_\_\_\_

(\_\_\_\_\_ amount in

words)

The purchase price must be paid upon delivery of the motor vehicle.

### **Delivery**

The Seller shall effect delivery of the motor vehicle upon receipt of payment for the abovementioned vehicle.

### **Defects**

Except for any guarantees or warranties stated in this contract of sale, the motor vehicle is sold “voetstoots” and the Seller shall not be liable for any defects in the motor vehicle, latent or otherwise.

**Warrantees and Guarantees**

The Seller warrants that he/ she has full title to sell the abovementioned motor vehicle.

**Risk and Benefit**

The risk and benefit will pass from the Seller to the Purchaser upon delivery of the motor vehicle.

**Conditions**

This sale is conditional upon the Purchaser obtaining finance to purchase the motor vehicle.

The Purchaser shall within seven (7) days of signature of this agreement apply for finance with the relevant institutions.

**Domicilium**

The Domicilium address of the Seller shall be \_\_\_\_\_  
\_\_\_\_\_

and

the Domicilium address of the Purchaser shall be \_\_\_\_\_  
\_\_\_\_\_

Signed and dated at \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_ in the presence of the  
undersigned witnesses.

AS WITNESSES:

\_\_\_\_\_  
**Seller**

1. \_\_\_\_\_

\_\_\_\_\_  
**Purchaser**

2. \_\_\_\_\_