MOTOR VEHICLE SALE AGREEMENT

(Private sale between parties who do not deal in motor vehicles in the ordinary course of business)

PARTIES

entered into by and between

THE SELLER

Field	Details
Full names and surname	**Jan Voorbeeld**
ID/Passport number	**8001015009087**
Physical address (domicilium citandi et executandi)	**Kerkstraat 12, Klerksdorp, 2571**
Cellphone number	**082 555 0142**
Email address	**jan@voorbeeld.co.za**

(hereinafter "the Seller")

and

THE BUYER

Field	Details
Full names and surname	_____
ID/Passport number	_____
Physical address (domicilium citandi et executandi)	_____
Cellphone number	_____
Email address	_____

(hereinafter "the Buyer")

(together "the parties" and each a "party")

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1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

1.1.1 "Agreement" means this document and all its schedules;

1.1.2 "Vehicle" means the motor vehicle described in clause 2, together with all items listed there;

1.1.3 "Purchase Price" means the amount stated in clause 3.1;

1.1.4 "Cleared Funds" means funds irrevocably credited to the Seller's bank account;

1.1.5 "Delivery" means the physical handing over of the Vehicle to the Buyer;

1.1.6 "Signature Date" means the date on which the last party signs this Agreement; and

1.1.7 "NCO" means the Notification of Change of Ownership or Sale of a Motor Vehicle.

1.2 The headings in this Agreement are for reference only and do not affect its interpretation.

1.3 Words in the singular include the plural and vice versa, and words indicating a gender include the other genders.

1.4 References to days mean calendar days, unless business days are expressly stated. When a period is calculated, the first day is excluded and the last day included. If the last day falls on a Saturday, Sunday or public holiday, the first following business day is regarded as the last day.

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1.5 The parties confirm that the Seller is not selling the Vehicle in the ordinary course of a business and that the provisions of the Consumer Protection Act 68 of 2008 therefore do not apply to this transaction.

2. SALE AND PURCHASE

2.1 The Seller hereby sells to the Buyer, who buys, the following motor vehicle:

Description	Details
Make	**Toyota**
Model	**Hilux 2.4 GD-6 Raider**
Year of first registration	**2019**
Colour	**White**
Registration number	**ABC 123 NW**
Vehicle identification number (VIN)	**AHTKB8CD802987654**
Engine number	**2GD1234567**
Odometer reading at signing	**128 500 km**
Licence disc expiry date	**31 March 2027**

2.2 The following items are delivered to the Buyer with the Vehicle and form part of the sale:

Item	Details
Number of keys	**2**
Service book	**Yes**
Spare wheel, jack and tools	**Yes**
Owner's manual	**No**
Other accessories	**Tow bar and canopy**

2.3 Any item, accessory, documentation or equipment not expressly mentioned in this Agreement is deemed to be excluded from the sale.

3. PURCHASE PRICE AND PAYMENT

3.1 The Purchase Price of the Vehicle is R285 000,00 (Two Hundred and Eighty-Five Thousand Rand), including value-added tax (VAT), where applicable.

3.2 On signature of this Agreement the Buyer pays a deposit of R20 000,00 (Twenty Thousand Rand). The balance of the Purchase Price, being R265 000,00 (Two Hundred and Sixty-Five Thousand Rand), is payable on or before 15 November 2026.

3.3 All payments under this Agreement are made by electronic funds transfer to the following bank account of the Seller:

Field	Details
Bank	**FNB**
Account holder	**J Voorbeeld**
Account number	**62000000000**
Branch code	**250655**

Each party is responsible for his or her own bank charges.

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3.4 No payment is deemed to have been received until it is reflected as Cleared Funds in the Seller's bank account. A proof of payment, screenshot, SMS or similar confirmation is not proof of receipt of Cleared Funds. The Seller is not obliged to hand over the Vehicle to the Buyer before the full Purchase Price has been received in Cleared Funds.

4. DEPOSIT AND FORFEITURE

4.1 The deposit forms part of the Purchase Price.

4.2 If this Agreement is cancelled because of the Buyer's breach, the Seller is entitled either to retain the deposit as rouwkoop or to refund the deposit and claim his or her actual damages. A court may reduce the rouwkoop if it is out of proportion to the prejudice suffered by the Seller (Conventional Penalties Act 15 of 1962).

4.3 If this Agreement is terminated or cancelled for any other reason, including but not limited to:

4.3.1 breach by the Seller;

4.3.2 the failure of the finance or settlement referred to in clause 6; or

4.3.3 a cancellation in terms of clause 10.2,

the Seller refunds the full deposit to the Buyer without any deduction within 7 (seven) days.

5. OWNERSHIP AND RISK

5.1 Ownership of the Vehicle passes to the Buyer only once the full Purchase Price has been received in Cleared Funds. Until then the Vehicle remains the property of the Seller, and the Seller retains the registration certificate.

5.2 The Vehicle is delivered to the Buyer on 15 November 2026 at Klerksdorp. Possession of the Vehicle, and the risk of damage to, or loss or destruction of, the Vehicle pass to the Buyer on Delivery, whether or not ownership has already passed.

5.3 Until Delivery the Vehicle remains at the risk of the Seller, who must keep the Vehicle in the same condition as on the Signature Date, fair wear and tear excepted.

5.4 From Delivery the Buyer insures the Vehicle at his or her own cost, provides the Seller with proof of such insurance on request, and is liable for any damage to the Vehicle or caused with it.

6. FINANCE AND SETTLEMENT

6.1 The Vehicle is financed by WesBank (account number 12345678). The outstanding settlement amount on the Signature Date is approximately R120 000,00 (One Hundred and Twenty Thousand Rand), and the Seller notifies the Buyer in writing of the exact settlement amount on signature.

6.2 The Buyer, or the Buyer's finance institution, pays the outstanding settlement amount directly to the finance institution, after which the balance of the Purchase Price is paid to the Seller. The Seller does everything necessary for the finance institution to release the registration certificate, and then hands it to the Buyer.

6.3 If the Buyer obtains the Purchase Price through finance from a bank or other credit provider, the credit agreement is a separate agreement between the Buyer and that credit provider under the National Credit Act 34 of 2005. If the Buyer's application for finance is not approved, the Buyer notifies the Seller in writing without delay, after which either party may cancel this Agreement in writing, in which case clause 4.3 applies.

7. VOETSTOOTS / AS-IS SALE

7.1 The Vehicle is sold "voetstoots" (as is), in the condition in which it is on the Signature Date, without any express or implied warranty, save for the warranties expressly contained in clause 8.

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7.2 The Seller declares that the following defect(s) are known to him or her: The air conditioner does not blow cold.

7.3 The Seller further declares that he or she has not deliberately concealed any known latent defect in the Vehicle. (A voetstoots clause does not protect a seller who deliberately conceals a known latent defect.)

7.4 The Buyer confirms that this clause was brought to his or her attention, that he or she understands it, that he or she accepts the Vehicle "voetstoots", and that he or she has initialled this clause.

Buyer's initials at this clause: _____

8. SELLER WARRANTIES

8.1 The Seller warrants and declares that:

8.1.1 he or she is the registered owner of the Vehicle, or is otherwise lawfully entitled to sell it;

8.1.2 subject to clause 6, the Vehicle will on Delivery be free of any encumbrance, bond or reservation of ownership;

8.1.3 the Vehicle has not been reported stolen and is not registered as a Code 3 or Code 4 vehicle;

8.1.4 to the best of his or her knowledge, the odometer reading in clause 2.1 is correct and has not been tampered with;

8.1.5 the vehicle identification number (VIN) and engine number on the Vehicle match the registration documents; and

8.1.6 all licence fees have been paid up to Delivery.

9. BUYER ACKNOWLEDGEMENTS

9.1 The Buyer acknowledges that before signature he or she personally inspected and test-drove the Vehicle, and had the opportunity to have it examined by a mechanic of his or her choice.

9.2 The Buyer acknowledges that he or she compared the VIN and engine number on the Vehicle with the registration documents, or had the opportunity to do so.

9.3 The Buyer acknowledges that he or she did not rely on any representation or promise not contained in this Agreement.

10. ROADWORTHY CERTIFICATE

10.1 The Seller arranges and pays for a valid roadworthy certificate for the Vehicle on or before 14 November 2026. The Buyer needs it to register the Vehicle in his or her name.

10.2 If the Vehicle needs repairs to be found roadworthy, the parties may agree in writing on the cost. If they do not agree, either party may cancel this Agreement by written notice before Delivery, in which case clause 4.3 applies.

10.3 A roadworthy certificate confirms only that the Vehicle met the roadworthiness requirements on the date of inspection and is not a warranty of the Vehicle's mechanical condition.

11. REGISTRATION AND CHANGE OF OWNERSHIP

11.1 The Seller completes the NCO together with the Buyer, submits it to a registering authority within 21 (twenty-one) days of the sale as the National Road Traffic Regulations require, and provides the Buyer with a copy.

11.2 The Buyer has the Vehicle registered in his or her name within 21 (twenty-one) days after Delivery.

11.3 Licence fees, traffic fines and tolls relating to the period before Delivery are for the Seller's account, and

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those from Delivery for the Buyer's account. The Buyer indemnifies the Seller against any traffic fines, tolls and other liabilities arising in respect of the Vehicle after Delivery.

12. BREACH AND REMEDIES

12.1 If any party breaches any provision of this Agreement and fails to remedy such breach within 7 (seven) days after receiving written notice of it, the aggrieved party is entitled, without prejudice to any other rights to which he or she may be entitled, to claim performance or to cancel the Agreement and claim damages.

12.2 If the Agreement is cancelled after Delivery, the Buyer returns the Vehicle to the Seller in the same condition, fair wear and tear excepted, and the Seller refunds what he or she received, subject to clause 4.

12.3 Nothing in this clause prevents a party from seeking urgent relief from a competent court.

13. INTEREST AND COSTS

13.1 Any amount not paid on its due date bears interest at the rate prescribed under the Prescribed Rate of Interest Act 55 of 1975, from the due date to the date of payment.

13.2 Each party bears his or her own costs of negotiating and signing this Agreement. The cost of the roadworthy certificate is paid as set out in clause 10, and the Buyer is liable for all costs of registering and licensing the Vehicle in his or her name.

13.3 The party in breach is liable for all reasonable legal costs incurred by the innocent party in enforcing his or her rights under this Agreement, calculated on the scale as between attorney and own client.

14. NOTICES AND DOMICILIUM

14.1 The parties choose as their respective domicilia citandi et executandi the physical addresses in their details above, and as addresses for notices the physical addresses and email addresses stated there.

14.2 All notices under this Agreement must be in writing. A notice delivered by hand is deemed to have been received on the date of delivery. A notice sent by email is deemed to have been received on the first business day after it was sent.

14.3 The provisions of the Electronic Communications and Transactions Act 25 of 2002 apply to notices by email.

14.4 A party may change his or her domicilium to another physical address in South Africa by written notice to the other party.

15. ELECTRONIC SIGNATURES

15.1 This Agreement may be signed in separate counterparts, each of which is an original and which together form one agreement.

15.2 The parties agree that this Agreement may be signed electronically, and that a signed copy transmitted by email or electronic message (including a scanned copy or photograph of it) is as valid as the original, as section 13 of the Electronic Communications and Transactions Act 25 of 2002 allows.

15.3 Each party keeps a full signed copy.

16. ENTIRE AGREEMENT

16.1 This document constitutes the entire agreement between the parties, and no representation, undertaking or arrangement not contained in it is binding.

16.2 No variation, addition or cancellation of this Agreement is valid unless reduced to writing and signed by both parties.

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16.3 No indulgence or extension of time granted by any party constitutes a waiver of any right under this Agreement.

16.4 If any provision of this Agreement is found to be invalid or unenforceable, it is severed from the rest of the Agreement, which remains in force.

16.5 No party may cede or transfer his or her rights or obligations under this Agreement without the written consent of the other party.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement is governed by the law of the Republic of South Africa. In terms of section 45 of the Magistrates' Courts Act 32 of 1944, the parties consent to the jurisdiction of any competent Magistrates' Court.

18. ACKNOWLEDGEMENT AND SIGNATURE

18.1 The parties confirm that they have read the contents of this Agreement, understand it and voluntarily accept its provisions.

18.2 This Agreement is signed in at least two original copies, of which each party receives one.

18.3 Each party initials every page of this Agreement and any schedules to it as proof of acceptance.

18.4 Persons signing this Agreement on behalf of the respective parties warrant that they are duly authorised to do so if they act on behalf of a juristic person or other entity.

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SIGNATURE PAGE

Signed by the Seller

Thus done and signed at _____ on this ____ day of _____ 20____.

Field	Signature / name
SIGNATURE OF SELLER	_____
Full names and surname	_____
Witness 1: Signature	_____
Witness 1: Full names	_____
Witness 2: Signature	_____
Witness 2: Full names	_____

Signed by the Buyer

Thus done and signed at _____ on this ____ day of _____ 20____.

Field	Signature / name
SIGNATURE OF BUYER	_____
Full names and surname	_____
Witness 1: Signature	_____
Witness 1: Full names	_____
Witness 2: Signature	_____
Witness 2: Full names	_____

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SCHEDULE A: DETAILS FOR THE NOTIFICATION OF CHANGE OF OWNERSHIP (NCO)

Use these details to complete the official NCO form at the licensing office. Submit it within 21 (twenty-one) days and keep a stamped copy.

The Seller

Field	Details
Full names and surname	**Jan Voorbeeld**
ID/Passport number	**8001015009087**
Physical address	**Kerkstraat 12, Klerksdorp, 2571**

The Buyer

Field	Details
Full names and surname	_____
ID/Passport number	_____
Physical address	_____

The Vehicle

Field	Details
Make	**Toyota**
Model	**Hilux 2.4 GD-6 Raider**
Year of first registration	**2019**
Colour	**White**
Registration number	**ABC 123 NW**
Vehicle identification number (VIN)	**AHTKB8CD802987654**
Engine number	**2GD1234567**
Odometer reading at signing	**128 500 km**
Odometer reading at Delivery	_____
Purchase Price	**R285 000,00**
Date and time of Delivery	**15 November 2026, _____**

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SCHEDULE B: SAFE-SALE CHECKLIST

- ☐ Check that the money shows as cleared in your own banking app before you hand over the keys and papers. A proof of payment or SMS is not payment.
- ☐ Make copies of both parties' IDs and the Buyer's driver's licence.
- ☐ Compare the VIN and engine number on the Vehicle with the registration certificate.
- ☐ Meet in daylight in a busy place; many police stations let you meet on their premises.
- ☐ Go along on the test drive, and first take a photo of the Buyer's driver's licence.
- ☐ Never share an OTP or PIN. If someone "overpays" and asks you to refund the difference, it is a scam.
- ☐ Submit the NCO within 21 days. Until then, fines and licence fees can still come to you.
- ☐ Mark your ad on SmousPlek as sold.

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