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Date: 22/03/2024
INVOICE NO: BD765

Bidders Choice (Pty) Ltd
19 Hewett Ave, Goodwood, Cape Town,
Tel: 021 516 0047
Email: auction.reservations@accountant.com
Website: <https://bidderschoice.co.za>

To: **Name:** Barry Patrick Jones
ID No: 6211225255089
Address: 7 Floris Brand Street,
Loevenstein, 7530
Phone: 076 918 8964
lagoonelectrical@telkomsa.net

		Due on receipt acceptance:	R20, 400.00
Vehicle	Description	Value	Total
Make/Year	2012 Isuzu KB D-Teq		
Engine	2.5 L		
Body Type	Pickup Truck		
Interior Material	Leather		
Mileage	279, 000 km		
Transmission	122, 000 km		
Fuel Type	Diesel		
Services History	Full-Service History		
Colour	White		
		Settlement fee	R20, 400.00
		Outstanding	R47, 600.00
		Total	R68, 000.00

BANK: CAPITEC BANK

ACCOUNT HOLDER: BIDDERS CHOICE (PTY) LTD

ACCOUNT NUMBER: 224 175 2300

BRANCH: 470010

NB: If you are NOT satisfied with any mechanical aspects of the vehicle, you shall be fully refunded.



VAT REG NO: 1931/003380/06

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Sale of a Motor Vehicle Agreement

ENTERED INTO AND BETWEEN:

BIDDERS CHOICE (PTY) LTD

&

BARRY PATRICK JONES

(PASS / ID NUMBER: 6211225255089)



1. PARTIES

The parties to this agreement are:

Bidders Choice (Pty) Ltd (The Seller)

and

[Barry Patrick Jones] Tel [076 918 8964] (The Purchaser)

2. SALE OF VEHICLE

The Seller hereby sells to the Purchaser who hereby purchases upon the terms and conditions hereinafter set forth the motor vehicle described in the following schedule.

3. RECORDAL

It is recorded that- All registration and licensing fees payable in connection with the vehicle until the date of signing of this agreement is fully paid. The vehicle is not a stolen vehicle. The vehicle is roadworthy on the date of signature of this agreement and the relevant authorities have issued a roadworthy certificate.

4. PURCHASE PRICE ANDPAYMENT

The purchase price payable by the Purchaser to the Seller for the vehicle is the sum of:

SETTLEMENT AMOUNT: R20, 400.00

THE REMAINING BALANCE OF: R47, 600.00 TO BE PAID UPON VIEWING/DELIVERY OF THE VEHICLE.

All payments required to be made in terms of this agreement by the Purchaser to the Seller shall be made free of exchange, unconditionally and without deduction or set-off to the Seller or its nominee into the Seller's bank account which has the aforementioned particulars.

The cash payment required to be made as aforementioned above, and shall be made free of exchange, unconditionally and without deduction or set-off to the Seller's attorneys. The Purchaser at his own cost, shall transfer and register the vehicle as soon as possible after the full payment has been made to the Seller. The Purchaser shall be liable for all fines, license fees and all other costs related to the possession and driving of the vehicle and hereby indemnifies the Seller against such liability, from the date of possession.

5. REGISTRATION

The Seller shall sign all forms and deliver to the Purchaser all such documents as may be necessary to enable the seller to register the vehicle in purchasers' name.

6. INSURANCE

The Purchaser shall at his own expense because the vehicle to be comprehensively insured 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 vehicle.

7. CONSTITUTION

The Purchaser hereby warrants that he is legally competent to enter into this agreement and that he has complied with all procedural and legal requirements to enter into this agreement.

8. BREACH

Should any party ("the guilty party") breach any material provisions of this agreement and fail or refuse to rectify that breach within 14 (FOURTEEN) days after receipt of a written notice from the other party ("the innocent party"), calling upon the guilty party to rectify that breach, the innocent party shall be entitled, without prejudice to any of his other rights, to forthwith cancel this agreement by written notice to the guilty party.

9. SUBSTITUTION

The defaulting party hereby authorizes the non-defaulting party with power of substitution to sign all the necessary documents on his/her behalf to give effect to the non-defaulting party's powers in terms. The Purchaser consents to the jurisdiction of the [CAPE TOWN] or, at the Seller's option, the Magistrate's Court in regard to any claim arising out of this agreement, notwithstanding that the amount in question may exceed the jurisdiction of the l a t e r Court. Citation given by any party to the other Party which – is sent by pre-paid registered post to the addressee at its specified address shall be rebuttable presumed to have been received by the addressee on the (THIRD) day after the date of posting; or is delivered by hand or courier during the normal business hours of the addressee at its specified address shall be reputedly presumed to have been received by the addressee at the date of delivery; or is transmitted by facsimile copier to the addressee at the addressee's specified facsimile number shall be rebuttable presumed to have been received by the addressee on the date of transmission as indicated on the sender's facsimile transmission report;

The Parties choose their respective physical addresses as their respective domicile and executant at which all documents relating to any legal proceedings to which they are a party may be served. If that address is changed to another address which is not a physical address in the Republic of South Africa, then the original address shall remain the domicile and executant of the relevant party until it nominates a new physical address within the Republic of South Africa in writing, to be its new domicile and executant. The parties agree to perform, or procure the performance, of all further things, and execute and deliver (or procure the execution and delivery) of all further documents, as may be required by law or as may be desirable or necessary to implement or give effect to this agreement and the transactions contemplated therein.

By entering into this agreement, the parties warrant that there are no impediments or restrictions to their doing so and that this agreement does not violate the provisions of any agreement between any of the parties and any third party.

10. PAYMENT

The Purchaser shall pay, on demand - All costs whatsoever in connection with the negotiation, preparation, drafting and signature of this agreement, and any amendments there to; all legal expenses whatsoever, on an attorney and own client scale, which the Seller may incur in connection with any steps which the Seller may take against the Purchaser in connection with or resulting from this agreement, including collection costs at the then ruling rate on the capital amount and costs irrespective of whether such capital amount and costs are paid prior to or after judgment.

11. SIGNATURE

I the undersigned, acknowledge that I have read the Sale Agreement. I will legally comply myself with all the obligations, including immediate signing of the Sale Agreement and to the immediate transfer of the funds required in terms of the Sale Agreement.

NOTE:THE BUYER SHALL BE REFUNDED, IF HE/SHE IS NOT HAPPY WITH THE VEHICLE CONDITION UPON VIEWING AND/OR DELIVERY OF THE VEHICLE.

Thus, done and signed at **BIDDERS CHOICE (PTY) LTD** on this **22 MARCH 2024.**

SIGNATURE  _____ [SELLER]

SIGNATURE _____ [PURCHASER]