



AGREEMENT OF SALE OF IMMOVABLE PROPERTY

Between: _____ **(the seller)**

And _____ **(the purchaser)**

In respect of the property

FULL TITLE

ERFNO: _____ IN THE TOWNSHIP OF _____

STREET ADDRESS

SECTIONAL TITLE

SCHEME NAME _____

Unit No: _____

Erf No: _____

Suburb: _____

(The Property)

1. SALE

The seller hereby sells to the purchaser in the condition and to the extent as it now lies *voetstoots* as is (at the date of signature hereof), together with all buildings and all fixtures and fittings and subject to the conditions and servitudes contained in the title deeds of the PROPERTY, as the property stands on the date this agreement is concluded with all visible and invisible defects applicable to such property and of which the SELLER is aware at the time of this sale being concluded.

Since 1998



2. PURCHASE PRICE

The purchase price is R_____ (_____) payable as follows:

- 2.1 A cash deposit on acceptance of this offer R _____ (_____) to be deposited with the conveyancer and held by them in trust pending registration of transfer.
- 2.2 The balance of the purchase price R_____ (_____) payable on registration of transfer of the property into the name of the Purchaser, to be secured by bankers/or other approved guarantee(s) acceptable to the transferring attorney to be delivered within _____ (_____) days of acceptance of this offer.

3. SUSPENSIVE CONDITIONS

- 3.1 This offer is made subject to the suspensive condition that the purchaser or the agent or a bond originator on behalf of the purchaser obtain a loan or loans to be secured by a bond or bonds totalling:
R _____
within _____ (_____) days from the date of acceptance of this offer at prevailing bank rates and conditions be arranged for the Purchaser by the Seller, the Agent, or the Purchaser. The Purchaser guarantees that, should it be a condition of granting of such bond or bonds that another person is to sign as surety, that such person will sign such surety.
- 3.2 The purchaser acknowledges that it is a material term of this sale that he / she / it signs and submits all documentation necessary to make application for the mortgage bond in fulfilment hereof. Failure to do so will constitute a breach of contract and shall have the effect of this clause being fictionally fulfilled. The purchaser warrants that he / she / it is aware of and understands the requirements of banking institutions regarding eligibility for credit and loans based on income, credit standing and other requirements and hereby warrants that to the best of his / her / its knowledge and belief he / she / it is eligible for a loan in the amount stated above and further warrants that no facts or circumstances presently exist which will have the effect of his / her / its application for a loan being refused or the loan being withdrawn before transfer.
- 3.3 This suspensive condition shall be deemed to have been fulfilled as soon as a Bank or mortgagee has issued a quotation and pre-agreement statement in favour of the purchaser by the Bank or mortgagee concerned, irrespective of any binding loan agreement between the purchaser and the mortgagee.

- 3.4 Should this or any other suspensive condition not be fulfilled this sale shall lapse and be of no force or effect and the deposit together with interest shall be refunded to the purchaser.

4. **FIXTURES**

The property includes the following: All fixtures and fittings of a permanent nature, electric light fittings, stove, and TV and dstv antennas, pelmets and curtain rails, blinds and awnings, pool equipment and creepy crawley, as well as:

5. **OCCUPATION AND POSSESSION**

Possession and vacant occupation is given to the Purchaser on: _____ from which said date all the benefits and risks of ownership of the property shall be given to the Purchaser. Should date of occupation not coincide with the date of registration of transfer, the party enjoying occupation of the property whilst registered in the name of the other party, shall pay to the other party a rental of: R_____ before or on the first day of each month for occupational rent. If registration takes place during a month and occupational rent has been paid in advance, the party who has received the occupational rent shall refund the other party his pro-rata share (calculated on a daily base).

6. **RATES AND TAXES**

The Seller shall be liable for the payment of rates and taxes until date of registration, where after the Purchaser will be liable for the payment of rates and taxes.

7. **VOETSTOOTS**

The property is sold “voetstoots” as it is and the Seller does not give any guarantee in respect of the buildings or any other improvements on the property and the Seller shall not be kept liable for any defects in the property whether latent or patent. The property is further sold subject to all the conditions and servitudes mentioned in the Title Deed with which the Purchaser declares himself to be fully acquainted with. The Seller shall further not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the Seller benefit to any possible surplus.

8. TRANSFER AND COSTS

- 8.1 Transfer shall be effected by the seller's conveyancers namely **ETIENNE BEDEKER INC .(012)365 3412 083 268 0357**. The purchaser shall be liable for and shall pay all costs in connection therewith, including but not limited to transfer duty or VAT (whichever is applicable), the costs of transfer and, if applicable, bond costs together with all incidental disbursements necessary to effect registration, all of which costs and duties shall be payable to the seller's conveyancers immediately upon demand. The purchaser undertakes, on demand, to sign all documents and do all things necessary to fulfil the terms of this agreement. Such signature and payment shall be effected at the offices of the seller's conveyancers within 2 (two) days of such demand.
- 8.2 All benefits and risk in and to the property shall pass to the purchaser on transfer.

9. REPRESENTATIONS AND CONCESSIONS

- 9.1 The Seller is not bound to, any representation made, other than those contained herein, except if such representations is in writing and signed by both parties.
- 9.2 No concessions or extension of time granted by the Seller to the Purchaser will have any effect on the condition of this Agreement, or prejudice the Seller's rights hereunder, except if it is in writing and signed by both parties.
- 9.3 The Purchaser confirms that he is fully aware of all the relevant facts which may have an influence on the conclusion of this contract and that the Seller will not be held responsible for any oversight to disclose any further particulars within his knowledge.

10. JOINT LIABILITY

In the event of there being more than one Purchaser, they will be jointly and severally liable for all obligations in terms hereof.

11. POSITION AND EXTENT OF PROPERTY

The Seller shall not be required to indicate to the purchaser the position of beacons or pegs on the property and / or boundaries thereof nor shall the seller be liable for the cost of locating same.

The Seller does not warrant the extent of the property and shall not be liable for any deficiency which may be revealed on any survey or re-survey, nor shall the seller benefit from any excess.

12. SALE OF OTHER PROPERTY

12.1 This offer is subject to, and conditional upon, the sale of the Purchaser's Property situated at:

"the other Property" by no later than _____/_____/201__ or such extended period as the Seller, in his/her sole discretion, may allow by notice in writing to the Purchaser. It is specifically recorded that this suspensive condition shall not be regarded as having been fulfilled until all suspensive conditions to which that sale is in turn subject to, are fulfilled. The Purchaser agrees that transfer of the other Property will take place simultaneously with or prior to the transfer of the Property. This condition is for the benefit of the Purchaser who may unilaterally waive compliance therewith, in writing.

12.2 The Seller may continue to market the property until such time as the other Property is sold and/or the suspensive condition relating to the sale of the other Property have been fulfilled. Should the Seller during this time, receive a bona fide offer "the competing offer" to purchase the Property, he/she will have the right to call upon the Purchaser by notice in writing, to waive all the suspensive conditions to which this agreement is subject to, thereby making this agreement unconditional, within _____ (_____) days of the date when such notice is delivered to the Purchaser ("the waiver period"). Such notice shall include a copy of the competing offer. If the Purchaser fails to waive the suspensive conditions in writing within the waiver period, the Seller shall be entitled, but not obliged, to accept the competing offer, upon which acceptance this agreement shall lapse and be of no further force or effect.

13 CAPACITY OF PARTIES

13.1 If this agreement is concluded by a person acting as an agent or trustee, or by any other means on behalf of a company/close corporation still to be registered, this person will be referred to as "the Trustee".

13.2 The company/close corporation on behalf of which the Trustee is acting, is to be registered within 7 (seven) days, after arrangements for the bond referred to in clause 3 has been made, or in the event where no provision has been made, the company/close corporation is to be registered within 21 (twenty one) days after acceptance of this offer. The company/close corporation must accept and ratify this agreement without alterations within 7 (seven) days after such registration and must inform the Seller accordingly, in writing and must also disclose the registration number and submit a certified copy of the relevant resolution within a further 7 (seven) days thereafter.

- 13.3 In the event of the Company/Close Corporation failing to comply with any of the abovementioned conditions, or the Company/Close Corporation not being duly registered, The Trustee will be deemed the Purchaser in his personal capacity.
- 13.4 In the event of complying with the conditions contained in clause 14.2, the Company/Close corporation will be deemed the Purchaser, and the Trustee, by his signature hereon will be committed as surety and co-principal debtor with the Purchaser for the strict and punctual compliance with each and every obligation in terms hereof and for payment by the Purchaser of all damages to also bind himself as surety and co-principal debtor for all the obligations, which the Purchaser will have towards the person, who granted the loan as referred to in clause 3 above.
- 13.5 In his personal capacity but with the right to nominate as yet an undisclosed party ("the nominee") to be the purchaser in terms of this agreement:-
- 13.6 the purchaser shall be personally liable as purchaser in terms of this agreement unless the nominee advises the seller or the agent in writing within 1 (one) day after the date upon which the seller signed the agreement that such nominee; is the undisclosed third party for whom the purchaser was acting when he / she / it signed this agreement; undertakes to be bound by all the terms and conditions of this agreement as purchaser in terms hereof;

14. AUTHORISATION TO ACT

- 14.1 In the event of the Seller being a Company/Close Corporation, the person signing this agreement on behalf of the Seller, hereby guarantees that the Company/Close Corporation and/or its members authorized this agreement which said agreement will be accepted and ratified without alterations
- 14.2 In the event of the property being held by a Company/Close Corporation, the person signing this agreement,
- 14.2.1 will be seen, while doing so, as acting on behalf of the company;
- 14.2.2 and he guarantees on behalf of the Seller, that he is duly authorised hereto and that the directors, and if lawfully required, an appropriate meeting of the members of the Company/Close Corporation, has approved this agreement, without alterations, or that same will be approved and accepted forthwith.

15. JURISDICTION

The parties consent to the jurisdiction of the Magistrate's Court for any litigation, which might directly or indirectly flow from the existence or cancellation of this Agreement or the non-

fulfilment of obligations contained in this Agreement or from the occupation of the property, but can any form of adjudication of differences be used at the option of the parties.

16. BREACH OF CONTRACT

- 16.1 In the event of the Purchaser failing to fulfill on due date one or more of the conditions of this Agreement, he (the Seller), shall be entitled to inform the Purchaser in writing by registered post to remedy such breach within 7 (seven) days of forwarding such notice to the Purchaser domicilium address as his “present residential address”, which said address is chosen by the Purchaser as his domicilium citandi et executandi.
- 16.2 If the Purchaser should persist in his neglect after expiry of said period of time, the Seller will be entitled to regard this Agreement as cancelled and all monies paid by the Purchaser will be forfeited as liquidated damages, without prejudice of the Seller’s rights to claim for damages, or alternatively be entitled to enforce the agreement without prejudice of the Seller’s rights to claim damages or any other claims.

17. IMPROVEMENTS

Subject to the conditions of Act 68 of 1981, and in the event of the cancellation of this Agreement as a result of any breach of contract of the Purchaser, improvements or additions to the property by the Purchaser, will be forfeited by the Purchaser, without the Purchaser being entitled to claim for any damages and in the event of the Agreement being cancelled breach of contract of the Seller, the Purchaser shall have the rights to claim for compensation for all the improvements or additions incurred by him, notwithstanding same was being done with or without the consent of the Seller.

18. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose as their respective domicilium citandi et executandi addresses the addresses as set out on page 9 and 10 of this agreement as their “present residential addresses”.

19. COOLING OFF CLAUSE (for transactions under R250 000.00)

In the event that Section 29A of the Alienation of Land Act (68/1981), applies to this agreement, the purchaser hereby has the right to revoke this offer or terminate this agreement by written notice to be delivered to the seller, or his / her / its agent on or before midnight on the 5th working day following the date of signature of this agreement by the purchaser. Such notice will have no effect unless it :

- a) is signed by the purchaser or his / her / its agent acting on his / her / its written authority;
- b) refers to this agreement as the offer that is being revoked or terminated, and
- c) is unconditional .

20. ELECTRICAL COMPLIANCE CERTIFICATE

The Seller shall, prior to the transfer date, at the Seller's expense, furnish the Agent with a valid Certificate of Compliance in respect of any or all electrical installations on the property as required by the Regulations promulgated under the Machinery and Occupational Safety Act or any Act passed in substitution thereof. In the event of any repairs being required to be made to the electrical installation or any part thereof the costs of all such repairs shall be for the Seller's account.

21. GAS CERTIFICATION

The Seller shall, at its expense, deliver to the Purchaser, on or before the transfer or occupation date, whichever is the earlier, a Certificate of Conformity issued by a authorised person as defined in the Pressure Equipment Regulations 2009 made by the Minister of Labour under section 43 of the Occupational Health and Safety Act 85 of 1993, to the effect that the gas installation on the property conforms to the required health and safety standard. The Seller undertakes not to alter, install or remove the gas installation after issue of the said Certificate. In so far as the authorised person appointed by the Seller to provide such Certificate requires corrective work to be carried out as a precondition to the issue of such Certificate, the Seller will procure such work is carried out at the Seller's cost and expense. Existing Certificates shall not pre-date the date of acceptance of the Agreement of Sale by more than 2 (two) years.

22. OTHER CONDITIONS

SIGNED BY THE PURCHASER ON THE _____ DAY OF _____ 2014
AT _____(Place)

AS WITNESSES

1. _____ PURCHASER

2. _____ SPOUSE

ACCEPTED BY THE SELLER ON THE ____ DAY OF _____ 2014

AT _____ (Place)

AS WITNESSES

1. _____
_____ SELLER

2. _____
_____ SPOUSE

PURCHASER	
FULL NAMES AND SURNAME	
ID NUMBER	
FULL NAMES AND SURNAME OF SPOUSE	
ID NUMBER OF SPOUSE	
MARITAL STATUS	
DATE OF MARRIAGE	
PRESENT RESIDENTIAL ADDRESS	
PRESENT POSTAL ADDRESS	
FUTURE POSTAL ADDRESS	
TELEPHONE NUMBER	(WORK) (HOME)
TELEPHONE NUMBER OF SPOUSE	(WORK) (HOME)
E-MAIL ADDRESS	

The purchaser is aware and he understands that he will have to pay on request the transfer costs including transfer duty and bond costs, which have been explained to him.

PURCHASER: _____ SPOUSE: _____

WITNESS: _____

SELLER	
FULL NAMES AND SURNAME	
ID NUMBER	
FULL NAMES AND SURNAME OF SPOUSE	
ID NUMBER OF SPOUSE	
MARITAL STATUS	
DATE OF MARRIAGE	
PRESENT RESIDENTIAL ADDRESS	
PRESENT POSTAL ADDRESS	
FUTURE POSTAL ADDRESS	
TELEPHONE NUMBER	(WORK) (HOME)
TELEPHONE NUMBER OF SPOUSE	(WORK) (HOME)
PRESENT BOND HOLDER AND BRANCH	
ACCOUNT NUMBER	
ARE YOU THE REGISTERED OWNER?	
WHERE DO YOU PAY YOUR LEVY?	
TEL NR OF BODY CORPORATE	
E-MAIL ADDRESS	