

AGREEMENT OF SALE

OF IMMOVABLE PROPERTY

PURCHASER 1 : _____

PURCHASER 2 : _____

SELLER 1 : _____

SELLER 2 : _____

PROPERTY : _____

AGENT : _____

THE PARTIES

Purchaser One Name: _____ (Marital status as per Annexure A) Id / Reg No: _____ and (if the purchaser is a company, close corporation or a trust) herein represented by the undersigned, duly authorised thereto being _____	PURCHASER
Purchaser Two Name: _____ (Marital status as per Annexure A) Id / Reg No: _____ and (if the purchaser is a company, close corporation or a trust) herein represented by the undersigned duly authorised thereto being _____	

Hereby makes an offer to "the seller" to purchase the under mentioned property on the terms and conditions set out herein through _____ "the agent",
with **FFC no:** _____ from _____ "the agency",
Reg No: _____ / _____ / _____

Seller One Name: _____ (Marital status as per Annexure B) Id / Reg No: _____ and (if the seller is a company, close corporation or a trust) herein represented by the undersigned duly authorised thereto being _____	SELLER
Seller Two Name: _____ (Marital status as per Annexure B) Id / Reg No: _____ and (if the seller is a company, close corporation or a trust) herein represented by the undersigned duly authorised thereto being _____	

THE "PROPERTY"

Sectional title: Unit no _____ with door no _____ together with garage _____, carport _____, parking no _____, including an undivided share in the common property of the sectional title scheme known as: _____ situated at (Street address or erf no): _____	PROPERTY
OR	
Full title: Erf No _____ Suburb/Township _____ Street address _____ _____	

Purchaser 1

Purchaser 2

Agent

Seller 1

Seller 2

1. PURCHASE PRICE

1.1. The purchase price is: R _____ (_____ Rand)

Seller 1 initial	Seller & Purchaser	<ul style="list-style-type: none">▪ The seller confirms that he/she (or the entity represented herein) is registered for VAT and that the property is a supply in terms of the Value Added Tax Act. The purchase price therefore includes VAT. The seller will pay VAT to SARS * or▪ The seller hereby confirms that he/she (or the entity represented herein) is not registered for VAT and that the property is not a supply in terms of the Value Added Tax Act. Transfer duty is payable to SARS by the purchaser on request by the transferring attorney:*(if applicable)
Seller 2 initial		
Purchaser 1 initial		
Purchaser 2 initial		
* Delete which is not applicable. Seller and purchaser initial.		

2. APPROVAL OF BOND

- 2.1. This offer is subject to the suspensive condition that the purchaser qualifies for a bond from a bank as regulated by the National Credit Act, 34 of 2005, if the Act is applicable, in the amount of R _____ (_____ Rand) before 23h59 on _____ / _____ 20____ (bond fulfilment date) on the usual terms and conditions applicable from time to time and as required by the banks.
- 2.2. The purchaser undertakes to apply for the bond immediately after acceptance of this offer, regardless whether this transaction is subject to the sale of the purchaser's property or not. The purchaser must on request by the agent or the transferring attorney supply the contact details of the person and the institution handling the bond application.
- 2.3. Notwithstanding the provisions of clause 16.2.
- 2.3.1 If the purchaser's bond is not approved before the bond fulfilment date in clause 2.1, the seller will have the right to postpone the fulfilment date unilaterally by giving written notice to the purchaser before such fulfilment date.
- 2.3.2 If the purchaser qualifies for a lower bond than required in clause 2.1, but wishes to proceed with the transaction, he/she has the right to waive the relevant suspensive condition unilaterally, in full or in part, by giving written notice to the seller, before such fulfilment date. It will then be deemed that the purchaser has fulfilled this suspensive condition. The shortfall is immediately upon demand due and payable as an additional deposit to the transferring attorney.
- 2.4. The purchaser consents that the agent or his/her nominated bond originator may apply for the bond approval on his/her behalf.
- 2.5. If the purchaser refuses to give his/her co-operation, alternatively frustrates the bond approval even after written notice requesting the contrary, it will be deemed that he/she repudiates his/her contractual obligation which will be construed as breach of contract by the purchaser and he/she will be liable for inter alia the estate agent's commission.
- 2.6. The seller is obliged, upon request of the bank's valuator, to give and/or ensure immediate access to value the property. Should the seller refuse or neglect to ensure access to the valuator, even after written request thereto, the bond fulfilment date as stipulated in clause 2.1 will be extended with 3 (three) working days.

3. PAYMENT AND/OR GUARANTEEING THE PURCHASE PRICE

The purchase price is payable as follows:

3.1 By Cash payments / Deposit(s): *(if a portion or full purchase price is paid in cash)*

3.1.1 An initial deposit / full purchase price by: ____/____20____ in the amount of: R_____(_____
_____) Rand) R _____

3.1.2 A further deposit / balance purchase price *(if applicable)* by: ____/____20____ in the amount of: R_____(_____
_____) Rand) R _____

All deposits will be paid to the transferring attorney and held in trust pending registration of the property. The purchaser authorises the transferring attorney to invest the said deposit(s) in accordance with the provisions of section 78(2)(A) of the Attorneys Act, 53 of 1979 for the benefit of the purchaser.

If any portion of the purchase price is payable in cash later than 10 working days after conclusion of this agreement, the purchaser shall deliver proof of funds within 3 (three) working days of written request thereto and/or

3.2 Bank guarantees from a Bank loan:

The purchaser (or the bond attorney on the purchaser's behalf) will deliver bank guarantees from a mortgage loan as envisaged in clause 2 which are reasonably acceptable to the seller, payable on date of registration in the amount of:

R_____(_____
_____) Rand) R _____

within 10 (ten) working days after approval of such mortgage loan and/or

3.3 From an Investment: *(if the funds cannot be paid to the transferring attorney immediately)*

The purchaser or his/her nominee will deliver bank guarantees from an investment which guarantees must be reasonably acceptable to the seller, payable on date of registration in the amount of: R_____(_____
_____) Rand) R _____

within 10 (ten) working days after acceptance of this agreement.

If this guarantee is due longer than 10 working days after conclusion of this agreement, the purchaser must deliver proof of funds within 3 (three) working days of written request thereto, and/or

3.4 Payment from a subject-to transaction *(only if funds are due from the sale of the purchaser's property)*

The purchaser (or the transferring attorney in the removed transaction on the purchaser's behalf) must, as stipulated in **Annexure D**, on request by the transferring attorney in this transaction in the amount of:

R_____(_____
_____) Rand) R _____

3.4.1 deliver bank guarantees, which are reasonably acceptable to the seller, payable on the date of registration, from the proceeds of the subject-to-sale or

3.4.2 make a payment from the proceeds of the subject-to-sale, in the amount of:

R_____(_____
_____) Rand) R _____

= Purchase price

R _____

4. OCCUPATION

4.1. Occupation of the property shall be given to the purchaser:

Seller 1 initial	Seller & Purchaser	<ul style="list-style-type: none">▪ On registration*
Seller 2 initial		<ul style="list-style-type: none">▪ Before registration on _____ / _____ 20_____ at 12H00* <i>(subject to the conditions as set out in Annexure E)</i>
Purchaser 1 initial		<ul style="list-style-type: none">▪ After registration on _____ / _____ 20_____ at 12H00* <i>(subject to the conditions as set out in Annexure E)</i>
Purchaser 2 initial		
<i>*Delete which is not applicable. Seller and purchaser initial.</i>		

4.2. The purchaser must make payment of the occupational rent in the amount of R _____
(_____ Rand)
monthly in advance before or on the first day of each month without any deductions, set off or bank charges to the transferring attorney.

5. FIXTURES AND FITTINGS

5.1 The property is sold together with all fixtures of a permanent nature, which forms a unit with the property. The seller guarantees it is paid in full, that he/she is the owner thereof and that it is in good working order. These items include, but are not limited to, the following items: *plants not in pots, *stove, *air conditioning *fitted TV/M-NET aerials/satellite dish, *alarm, *pelmet, *keys, *remote controls, *intercom, *gas bottles *swimming pool cleaning equipment (including automatic appliances), *swimming pool net, *blinds, *security gates (if applicable) as well as: * delete which is not applicable

5.2 The following fittings and items are specifically excluded from the sale and will be removed by the seller:

Purchaser 1

Purchaser 2

Agent

Seller 1

Seller 2

6. MISCELLANEOUS FINANCIAL MATTERS

6.1. Mortgage bonds

The seller confirms that the mortgage loans as stipulated in **Annexure B** are paid up to date and undertakes to keep it paid up until date of transfer.

6.2. Municipal accounts

In order to limit the purchaser's liability for any historical debt, the transferring attorney will apply for a full clearance certificate, including all historical debt, from the municipality. The seller further indemnifies the purchaser against any claim for outstanding rates and taxes or utilities (including historical debt) from the municipality up to registration.

The seller shall, upon request, pay the application fee as well as an estimated amount for future property taxes and utilities to the transferring attorney to enable them to obtain the clearance certificate.

6.3. Levies - Home owners (HOA) and/or Sectional Title Body Corporate (if applicable)

The seller: The seller confirms that all levies are paid up to date and in full. The seller is liable for the payment of any levy clearance certificates as well as any levies and any charges until the date of registration.

The seller remains responsible for the payment of any special levies sanctioned before registration.

The purchaser: The purchaser is responsible for the payment of an estimated amount on the advance payment of levies for a period after registration. Any balance will reflect as credit on the buyer's account after registration. Any funds from the purchasers utilised for the payment of levies, for the period before registration will be refunded to him / her. The purchaser is liable for any buy-in levy which may be charged by the Body Corporate/Home Owners Association (if applicable).

All amounts are payable to the transferring attorney on demand.

6.4. Shortfall on Mortgage Bonds, Municipal accounts and Levy accounts

The seller confirms that the purchase price is sufficient to settle any bonds in full after the deduction of the commission. If any amounts are due for arrears on bonds, municipal accounts and/or levy accounts, the seller shall, within 7 (seven) working days after being requested in writing by the transferring attorney, pay the shortfall into the bond, municipal account or levy account or make the necessary financial arrangements for the registration of the transaction to be effected.

6.5. SARS

The parties are aware that the South African Revenue Service (SARS) performs a risk analysis on both the seller and the purchaser before issuing the transfer duty receipt/transfer duty exemption relevant to the property transaction. The seller and purchaser guarantee that all tax-related matters (private or otherwise) including, but not limited to, tax returns and payments are in order. If this is not the case, the relevant party undertakes to bring it up to date immediately.

Both parties confirm that they have income tax numbers and if not that they will immediately apply at SARS.

7. TRANSFER, COSTS AND INFORMATION

7.1. Transfer

It is the seller's right to appoint the transferring attorney. The transferring attorney is irrevocably instructed and authorised to proceed with, and effect the transfer of the property as soon as is reasonably possible after all suspensive conditions in this agreement have been fulfilled.

The parties will immediately on request sign all documentation necessary to effect transfer of the property and/or bond registration and/or bond cancellation.

7.2. Costs

7.2.1. **The purchaser** will immediately on request (after the suspensive conditions are fulfilled) pay the transfer and bond costs and all associated expenses such as professional fees, transfer duty and deeds office fees, etcetera, to the transfer and/or bond attorney. The purchaser confirms that he/she is aware of the extent of the costs and has made provision for it.

7.2.2. **The seller** is responsible for the cancellation costs of any existing mortgage bond(s) (if applicable) and authorises the transferring attorney to recover such amount from the proceeds of the transaction.

7.3. Information (Financial Intelligence Centres Act, 38 of 2001 (FICA)) & Protection of Personal Information Act, 4 of 2013 (POPI)

The purchaser will on signature of the offer complete and verify the information in **Annexure A**. The seller will on acceptance of the offer complete and verify the information in **Annexure B**. The information contained in these annexures are confidential and as such protected by the POPI Act and may therefore not be disclosed to any other party without permission.

The parties will on request immediately provide all information and documentation (in terms of FICA or other legislation) to the estate agent, as well as the transfer-, bond- and bond cancellation attorney.

All information provided as mentioned above will be used only for purposes of effecting the transaction and will not be divulged to any third party other than those institutions involved in the transaction for instance the bank, bond originator, estate agent, transferring/bond/bond cancellation attorneys, municipality, SARS, Body Corporate and Home Owner's Association.

The purchaser however specifically authorizes the transferring attorney, bond originator, bank and estate agent (or their nominees) to exchange information to establish if the purchaser will qualify for the bond.

8. RISK, DEFECTS AND VOETSTOOTS, RESTRICTIONS ON PROPERTY

8.1. Risk

Ownership as well as the risk of damage to the property associated therewith together with all benefits and responsibility for all levies, property rates and/or other expenses with regard to the property will pass to the purchaser on the date of registration. The seller is obliged to insure the property up to date of registration after which date the insurance becomes the purchaser's responsibility.

8.2. Defects and voetstoots

8.2.1. Patent defects – *purchaser's responsibility*

Purchaser 1 initial	Purchaser	Patent defects to the property are those defects which can be seen with the naked eye or can be established after a reasonable inspection of the property by the purchaser.
Purchaser 2 initial		<p>The purchaser has a legal obligation to conduct a thorough inspection of the property before making the offer to determine the presence of patent defects to the property. There is an irrefutable presumption that the purchaser is satisfied with the condition of the property with regard to any patent defects (including zoning and building plans) on the property on date of the signature of this agreement. In the event that the purchaser neglects to attend to the necessary inspection, it is presumed that the purchaser is aware of all the patent defects and that he/she purchases the property as such.</p> <p>The purchaser confirms that he/she is aware of all aspects pertaining to invasive species and purchases the property as it stands with all vegetation.</p>

8.2.2. Latent (hidden) defects – (Voetstoots) *Seller's indemnity*

Seller 1 initial	Seller & Purchaser	Hidden defects to the property are those defects which cannot be seen with the naked eye or cannot be established after a reasonable inspection of the property by the purchaser.
Seller 2 initial		The property is offered and sold voetstoots (as it is), in the current condition, nature and extent as inspected and accepted by the purchaser, excepted normal wear and tear from the date of this agreement to date of the transfer.
Purchaser 1 initial		If the seller is aware of any latent defects he/she has an obligation to disclose such defects to the purchaser in writing before acceptance of the offer. The seller may for this purpose, complete and sign Annexure F .
Purchaser 2 initial		The purchaser has, apart from the aforementioned, no claims against the seller for any latent defects.

8.2.3. The purchaser is entitled to appoint an expert and/or person with technical skills and knowledge to detect defects, regulatory measures and non-compliance aspects concerning the property at his/her own cost before making the offer.

8.2.4. The agent/agency does not have any duty to inspect the property or any regulatory measures for and on behalf of the purchaser and shall not be liable in any way for any latent or patent defects to the property and shall not be liable for any damage the purchaser may suffer as a result of such deficiency.

8.2.5. The seller must ensure that the property, garden and the pool (if applicable) is maintained in the same condition from date of signature until date of occupation. The purchaser must maintain the property, garden and pool (if applicable), in the same condition from date of occupation until date of registration.

8.3. Restrictions on property

8.3.1. The property is sold subject to all the terms, conditions and servitudes in the current or previous relevant title deeds of the property, which title deeds or schedule of conditions (in the case of sectional title) are available for public inspection at the relevant deeds office. The property is sold subject to all limitations in the township establishment conditions, amongst others zoning, applicable to the property.

8.3.2. Home owner's association & Body corporate rules *(if applicable)*.

Purchaser 1 initial	Purchaser	The purchaser is obligated to establish if the property is subject to management and conduct rules of a body corporate in a sectional title scheme and/or a home owners association. The purchaser must familiarise him-/herself with these rules and undertakes to become a member of such home owner's association and/or body corporate where applicable.
Purchaser 2 initial		

9. COMMISSION

- 9.1. The parties confirm that "the agent", from "the agency" is the only, effective and decisive cause of this transaction.
- 9.2. Agent's commission will be paid by the seller as per the commission agreement, signed by the seller and agent, attached hereto as **Annexure C**. The commission shall be deemed earned and payable upon acceptance of this offer and the fulfilment of the suspensive conditions (if applicable). The transferring attorney is irrevocably authorised and instructed to pay the commission to the estate agency or their nominees on the date of registration.
- 9.3. Payment of the commission can be effected to the estate agency before registration with the written consent of both the seller and purchaser.
- 9.4. Should the sale be cancelled in terms of an agreement between the seller and the purchaser, the seller and the purchaser shall be jointly and severally liable for the payment of the agent's commission. The commission shall then be payable on demand, irrespective of whether any suspensive conditions have been complied with or not.
- 9.5. Should the sale be cancelled due to the failure of either of the parties to carry out any obligation herein, the commission shall be due and payable on demand by such defaulting party.
- 9.6. The agent may display a sold sign on the property from the date of fulfilment of the suspensive conditions up to 1 (one) month after registration.
- 9.7. All costs and expenses, including legal fees on attorney and own client scale, which have been incurred by the agency for the collection or the attempt to collect the agent's commission, will be payable by the party responsible for the commission to the agent as and when raised.

10. BREACH AND JURISDICTION

- 10.1. If a party fails to remedy any breach of the terms hereof within 7 (seven) working days from date of receiving a notice, requesting him/her to rectify such breach, the non-defaulting party shall be entitled in his/her sole discretion and without any prejudice to any of his/her rights to do the following:
- 10.1.1. To cancel this agreement in writing. The seller may immediately re-occupy the property if occupation was given to the purchaser;
- 10.1.2. To enforce the agreement and to claim specific performance including payment of the full balance of the purchase price and all other amounts owing in terms hereof;
- 10.1.3. To claim, in conjunction with the rights contained in 10.1.1 and 10.1.2 damages from the defaulting party;

10.1.4. To claim interest from the party who continues to delay registration, with the understanding that the non-defaulting party must first instruct the transferring attorney to place the defaulting party on terms in terms of 10.1 to remedy such breach.

The interest is calculated on the full purchase price at 5.5% per annum above the prime repo rate as determined from time to time as from date of expiration of the aforementioned notice period until the date at which the breach is remedied.

- 10.2. If the purchaser is in breach of contract, any deposit as well as any amounts, including the transfer duty, paid to the seller or transferring attorney (less agent's commission, transfer and bond attorney fees) may be claimed and kept by the seller as i) "rouwkoop" or ii) a penalty, or iii) liquidated damages suffered by the seller as a result of the purchaser's breach, over and above any further damages claimed (as limited by the Conventional Penalties Act 15 of 1962) or iv) payment in respect of interest as calculated in terms of clause 10.1.4.
- 10.3. The parties hereby consent to the jurisdiction of the magistrate's court, which court shall have jurisdiction over all parties involved in the negotiation of this agreement, irrespective of the fact that the amount in dispute might exceed the court's jurisdiction or not.

11. DOMICILE AND NOTICES

- 11.1. Each party chooses as his/her domicilium citandi et executandi, the address as set out in the **Annexure A and B** (information sheets) attached hereto, at which address all notices and legal process in relation to this agreement or any action arising therefrom may be effectively delivered and served.
- 11.2. The parties consent that the fax numbers and the e-mail addresses, as set out in the information sheets, may be used as an additional domicilium address for serving and delivery of notices. The fax delivery report or email printout will be sufficient proof that the notice was sent.
- 11.3. Any notice to be given by one party to the other or by the transferring attorney in terms of this agreement shall be in writing and shall be sent to the *domicilium citandi et executandi*, fax number or e-mail address aforesaid.
- 11.4. There is an irrefutable presumption that the addressee is informed of the contents of the notice:
- 11.4.1. if posted by prepaid registered post, on the 5th (fifth) working day after posting.
- 11.4.2. if delivered by hand, on date of delivery by hand.
- 11.4.3. if faxed or e-mailed, on the day the fax or e-mail delivery report certifies that it was sent.
- 11.5. Any party may change his/her physical domicilium address on condition that it remains an address within South Africa. Any change of a domicilium address, fax number or e-mail address must comply with clause 11.3 hereof.

12. CERTIFICATES OF COMPLIANCE (OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993)

12.1. Electricity: certificate of compliance

The seller shall, at his/her own expense within 7 (seven) working days after fulfilment of the suspensive conditions herein, but before occupation, deliver a certificate of compliance to the transferring attorney. It must be issued by a qualified and registered electrician, who must on request deliver proof of his/her accreditation to the transferring attorney.

This certificate of compliance shall not be older than 1 (one) year on date of registration. The COC must certify that the entire electrical installation (without any exclusions or restrictions) as well as all alterations comply with the abovementioned Act.

The seller guarantees that the entire electrical installation as well as all electrical appliances are in good working order. If any repairs or replacements are required, the seller shall see to it at his/her own expense before registration.

12.2. Gas certificate of compliance

Seller 1 initial	Seller	<ul style="list-style-type: none"> ▪ The seller hereby certifies that the property has a gas installation*
Seller 2 initial		<ul style="list-style-type: none"> ▪ The seller hereby certifies that the property does not have a gas installation*
<p style="text-align: center;"><i>* Delete which is not applicable. Seller initial.</i></p>		

If a permanent gas reticulation or gas appliances are installed on the property, the seller shall, at his/her own expense and within 7 (seven) working days after fulfilment of the suspensive conditions herein, but before occupation, deliver a COC to the transferring attorney. It must issued by an authorised person, (a registered liquid petroleum (LP) gas practitioner or an approved inspection authority), who must on request deliver proof of his/her accreditation to the transferring attorney.

The certificate shall certify that the installation and appliances (without any exclusions or restrictions) as well as any alterations comply with the abovementioned Act.

The seller guarantees that the entire gas installation as well as all liquid petroleum gas appliances are in good working order. If any repairs or replacements are required, the seller shall see to it at his/her own expense before registration.

12.3. Electric fence certificate of compliance

Seller 1 initial	Seller	<ul style="list-style-type: none"> ▪ The seller hereby certifies that the property has an electric fence*
Seller 2 initial		<ul style="list-style-type: none"> ▪ The seller hereby certifies that the property does not have an electric fence*
<p style="text-align: center;"><i>* Delete which is not applicable. Seller initial.</i></p>		

If an electric fence is present on the property the seller shall, at his/her own expense within 7 (seven) working days after fulfilment of the suspensive conditions, but before occupation, deliver to the transferring attorney an electric fence compliance certificate. If the electric fence certificate is installed on the common property of a sectional scheme, the seller must ensure that the body corporate provides this certificate to the transferring attorney. This certificate must be issued by a qualified and registered person (who must on request deliver proof of his/her accreditation to the transferring attorney).

The certificate shall certify that the installation, and appliances (without any exclusions or restrictions) as well as any alterations comply with the abovementioned Act.

If the property is a full title, the seller guarantees that the entire electric fence installation is in good working order. If any repairs or replacements are required, the seller shall see to it at his/her own expense before registration.

This certificate is an independent certificate and does not relate to the Electrical Compliance Certificate.

13. TENANT OCCUPYING THE PROPERTY

Seller 1 initial	Seller	<ul style="list-style-type: none">▪ The seller confirms that the property is not leased to a tenant on date of signature of this agreement *.▪ The seller confirms that the property is leased to a tenant on date of signature of this agreement. The position is accordingly regulated by Annexure G.
Seller 2 initial		
*Delete which is not applicable. Seller initial.		

The seller undertakes not to enter into any lease agreements after signature of this sale agreement without the prior written consent of the purchaser.

14. COOLING-OFF CLAUSE

The purchaser has the right to revoke this offer or to terminate this agreement, as stipulated and set out in section 29A of the Alienation of Land Act, 68 of 1981, by written notice to be delivered to the seller or his/her agent within 5 (five) working days from the date the offer is made. This right is only available to the purchaser if the purchase price is R250 000 or less, provided the purchaser is a natural person.

15. CORPORATE MEASURES (only applicable if either party is a legal entity or trust)

15.1. Representation and authorisation

The signatory hereto acting as a representative of a company or close corporation (hereafter a "legal entity") or trust guarantees by signing this agreement that he/she is duly authorised (as set out hereunder) to enter into this agreement, any annexures, addendums and the commission agreement hereto:-

15.1.1. In the case of a company or a close corporation

15.1.1.1. By resolution (**Annexure H**) before the signing of the representative or

15.1.1.2. By ratification immediately after signing of the representative.

15.1.2. In case of a trust, by resolution (**Annexure H**) before the signing by the representative

15.2. Liability and surety

In the case of non-compliance with the conditions set out herein or if the necessary authorisation has not/cannot be obtained from the legal entity or trust, the signatory hereby binds him-/herself personally as surety and co-principal debtor jointly and severally for the proper fulfilment by the legal entity or trust of all its obligations in terms of this agreement.

15.3. Presentation of documents

The various parties shall immediately upon request supply all documents including, but not limited to, resolutions, ratifications, founding documents and any co-operation agreements to the transferring attorney and/or bond attorney. The parties confirm that all the documents supplied as such are the correct, registered and most recently updated documents.

15.4. Compliance

The signatory declares that:

15.4.1. This agreement is not inconsistent with any section of the Companies Act, 40 of 2010, Close Corporation Act, 69 of 1984, the Trust Property Control Act, 57 of 1988 or any other relevant legislation.

15.4.2. This agreement is not in conflict with any of the objectives of any memorandum of incorporation, co-operation agreement, trust deed or constitution.

15.4.3. All necessary steps have been taken and that this transaction in particular, but without limitation, is authorized by the directors, members or trustees (depending on the case). The signatory also declares that he/she is indeed acting within his/her rights and the scope of such authorisation and the objectives and mandate of the legal entity or trust.

15.5. Pre-incorporation agreements

If the purchaser is a company to be formed, **Annexure I** with all the terms and conditions contained therein is incorporated into this agreement.

16. GENERAL TERMS

- 16.1. This agreement constitutes the sole and entire agreement between the parties. No warranties, representation, or other terms and conditions of whatsoever nature made by the agent, seller or purchaser, shall be of force or effect unless contained or recorded herein, or in an addendum or annexure signed by both the parties.
- 16.2. No variation, addition or deletion of the terms and conditions of this agreement, its annexures or addendums, including this clause, shall be of any force or effect unless:
- 16.2.1. it is reduced to writing and signed by the parties in an addendum, alternatively
- 16.2.2. it is confirmed via email or fax (as set out in clause 11.2) by both the seller and purchaser on written request by the transferring attorney or agent, in which request the scope of the amendment is expressly contained and it is explicitly declared that it is their intention to make the amendments, additions or deletions of the agreement as set out in the request.
- 16.3. No failure, omission, waiver or relaxation of any of the provisions of this agreement, nor any failure by a party to enforce the provisions of this agreement due to any breach, shall operate as a legal defence against any party in respect of his/her rights under this agreement, nor shall it preclude such party thereafter from exercising its rights strictly in accordance with this agreement.
- 16.4. The purchaser and seller confirm that they have read this agreement and understand the contents thereof.
- 16.5. This agreement is a pro forma agreement with blank spaces. If any of the blank spaces (including witnesses) are left open at the conclusion thereof, it will not have the effect that this agreement is null and void or voidable.
- 16.6. All references to the singular will also include the plural and vice versa (if applicable). All references to male will include female and vice versa (if applicable).
- 16.7. Any term or stipulation in this agreement which is void and/or unenforceable, shall be limited to such clause of the agreement and is regarded as not part of the agreement. Such a stipulation shall, for all purposes, be deemed to be not part of the agreement without affecting the legal validity of the rest of the agreement.
- 16.8. Any reference herein to "days" refers to working days except if legislation dictates otherwise. With the calculation of days, the first day is excluded and the last day included.

17. OFFER IRREVOCABLE

This offer is irrevocable until ____h____ on _____ 20____ and is binding upon acceptance, irrespective of notification of acceptance to the purchaser or not.

18. ANNEXURES

The following annexures form an integral part of this agreement* *Select which is applicable:*

X or √	Annexure	Description	Purchaser 1 Initial	Purchaser 2 Initial	Seller 1 Initial	Seller 2 Initial
√	A	Information page: Purchaser			N/A	N/A
√	B	Information page: Seller	N/A	N/A		
√	C	Commission agreement	N/A	N/A		
	D	Sale of purchasers' existing property				
	E	Occupation prior to or after registration				
	F	Limitation of the seller's liability for defects				
	G	Property leased to third party				
	H	Resolution				
	I	Pre-Incorporation Agreements				
	J	Additional annexure/addendum				

19. OTHER CONDITIONS:

And furthermore as per Annexure J (if applicable)

Purchaser/s

OFFER MADE BY ME/US at _____ on this _____ day of _____ 20____	
Purchaser 1: _____	Witness 1: _____
Name : _____	Name : _____
Purchaser 2: _____	Witness 2: _____
Name : _____	Name : _____

Seller/s

OFFER ACCEPTED BY ME/US at _____ on this _____ day of _____ 20____	
Seller 1: _____	Witness 1: _____
Name : _____	Name : _____
Seller 2: _____	Witness 2: _____
Name : _____	Name : _____

The signatory hereto confirms that the seller does not sell immovable property in the normal course of his/her business and therefore the rights contained in the Consumer Protection Act, 68 of 2008 are not to the avail of the purchaser.

Agency

AGENT ACCEPTANCE
This agreement has been negotiated by _____ “the agent” (duly authorized thereto) on behalf of _____ “the agency” , Reg. No: _____ / _____ / _____, and hereby accepts the benefits of this agreement.
_____ The Agent
<div style="border: 2px solid black; padding: 10px;"><p>If this agreement is completed by an intern agent, such intern agent is duly assisted by the under mentioned qualified agent:</p><p>I, _____ (full names of qualified agent) hereby certify that this agreement has been completed in accordance with Regulation R1469 dated 20 June 1990 of the Estate Agency Affairs Board.</p><p>_____ Principal / Qualified agent</p></div>

Transferring attorney

Name:	_____	Firm:	_____
Tel :	(_____) _____	email:	(_____ @ _____)

Bond attorney

Name:	_____	Firm:	_____
Tel :	(_____) _____	email:	(_____ @ _____)

Bond originator

Name:	_____	Firm:	_____
Tel :	(_____) _____	email:	(_____ @ _____)