

SALE AGREEMENT BETWEEN

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AND

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OF

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**THE SCHEDULE**A. **THE SELLER** : \_\_\_\_\_B. **THE PURCHASER** : \_\_\_\_\_C. **THE PROPERTY** : \_\_\_\_\_**IF FREEHOLD**

ERF Number \_\_\_\_\_ \*Portion Number \_\_\_\_\_ \*Township \_\_\_\_\_

situated at No \_\_\_\_\_ Street \_\_\_\_\_  
(the **PROPERTY**)

Estimated monthly Rates R \_\_\_\_\_

Estimated Extent \_\_\_\_\_ square meters

\*[delete where indicated above if the property forms part of a Sectional Title Scheme]

OR

**IF PART OF A SECTIONAL TITLE SCHEME**

Section Number(s) \_\_\_\_\_ of SS: \_\_\_\_\_ (known as Unit/Door Number \_\_\_\_\_)

Section Number/Exclusive Use Area \_\_\_\_\_ (known as Garage Number \_\_\_\_\_)

Section Number/Exclusive use Area \_\_\_\_\_ (known as Store Room/Staff Room No \_\_\_\_\_)

Section Number/Exclusive use Area \_\_\_\_\_ (any other \_\_\_\_\_)

in the Sectional Title Complex known as: \_\_\_\_\_ **and**

situated at No \_\_\_\_\_ Street \_\_\_\_\_ Erf No: \_\_\_\_\_

with estimated floor size of \_\_\_\_\_ m<sup>2</sup>, and estimated Monthly Levy of R \_\_\_\_\_and estimated Monthly Rates of R \_\_\_\_\_ together with its undivided share In the Common Property apportioned to that/those Section(s) in accordance with the Participation Quota of that/those Section(s) (the **PROPERTY**), on the Terms and Conditions as set out herein.

\*[delete where indicated above if the property is a Freehold Property]

**FOR SECTIONAL TITLE TRANSACTIONS ONLY:****Should the PROPERTY hereby sold, form part of a Sectional Title Scheme in terms of the Sectional Titles Act, then in addition to all the other Terms and Conditions contained herein, the following provisions shall also apply:**

- 1.1 The **PROPERTY** is sold in accordance with the Sectional Plan and the Participation Quota endorsed thereon relating to the building and any alterations which may have been made thereto in accordance with the provisions of the Sectional Title Act.
- 1.2 The **PURCHASER** records that he is aware that upon Transfer of the **PROPERTY** into his name, he will become a member of the Body Corporate established for the building and that he shall assume liability for the contribution to the fund established in terms of the Sectional Titles Act and the Rules for the Administration of the **PROPERTY** commonly known as the Body Corporate Rules as may be amended from time to time.
- 1.3 The **SELLER** hereby declares and the **PURCHASER** accepts that a Real Right of Extension as contemplated in Section 25 of the Sectional Titles Act \*HAS / HAS NOT been reserved against this Sectional Title Scheme of which the **PROPERTY** forms part; \*[delete whichever does not apply]

- 1.4 The SELLER shall, as soon as reasonably possible after signature hereof, provide the PURCHASER with a copy of the latest Rules and Regulations of the Body Corporate and a copy of the latest available Financial Statements for the Body Corporate of the Sectional Title Scheme of which the PROPERTY forms part.
- 1.5 Notwithstanding the foregoing, the SELLER shall be liable for any contemplated Special Levies that have, up to the date of the SALE AGREEMENT, been imposed by the Body Corporate covering special maintenance, the installation of electronic security or any other item, notwithstanding the fact that such payments may only be payable at a later date. Any Special Levy imposed after date of signature of this AGREEMENT shall be paid by the PURCHASER.

**D. PURCHASE PRICE AND METHOD OF PAYMENT:**

The Purchase Price, namely R \_\_\_\_\_ ( \_\_\_\_\_ ) shall be paid in accordance with the following provisions:

**DEPOSIT**

- (a) R \_\_\_\_\_ ( \_\_\_\_\_ ) in cash or secured by a Guarantee for an amount acceptable to the SELLER within \_\_\_\_ days of acceptance of this offer.

**FURTHER DEPOSIT**

- (b) R \_\_\_\_\_ ( \_\_\_\_\_ ) in cash or secured by a Guarantee for an amount acceptable to the SELLER within \_\_\_\_ days of acceptance of this offer.

**PROCEEDS FROM PRIOR SALE**

- (c) R \_\_\_\_\_ ( \_\_\_\_\_ ) in terms of Clause 21 hereof.

**LOAN**

- (d) R \_\_\_\_\_ ( \_\_\_\_\_ ) (being the balance) to be secured by Guarantee in terms of Clause 16 hereof.
- (e) All payments on account of the Purchase Price shall be paid in TRUST to the CONVEYANCER who shall hold the same on behalf of the PURCHASER, and the SELLER shall be entitled to receive the same immediately upon Transfer.
- (f) The PURCHASER authorizes the CONVEYANCER in terms of Section 78(2A) of the Attorneys Act No.53/1979 to invest any such monies held in TRUST with any deposit taking institution in an interest bearing account pending Transfer, provided an Investment Mandate has been signed and all required FICA provided. All interest accruing thereon shall be for the sole benefit of the PURCHASER and shall be paid to him on Transfer.

**E. THE EFFECTIVE DATE :** (date Loan required to be granted) \_\_\_\_\_

**F. MONTHLY OCCUPATIONAL RENTAL :** R \_\_\_\_\_ ( \_\_\_\_\_ )

**G. THE OCCUPATION DATE :** (but not later than 13h00 on) \_\_\_\_\_  
This amount is to be paid directly into the Transferring Attorney's account, hereinafter referred to as the CONVEYANCER. This amount shall be inclusive of all electricity, water, sewage and refuse charges levied on the PROPERTY and consumed by the PURCHASER from date of occupation until Registration of Transfer.

H. **PURCHASER'S DOMICILIUM ADDRESS :** *(physical address)*

\_\_\_\_\_  
\_\_\_\_\_

and shall be the address of the PROPERTY after occupation date.

E-mail : \_\_\_\_\_ fax no \_\_\_\_\_

I. **SELLER'S DOMICILIUM ADDRESS :** *(physical address)*

\_\_\_\_\_  
\_\_\_\_\_

E-mail : \_\_\_\_\_ fax no \_\_\_\_\_

J. **GUARANTEE :** means a written Guarantee or undertaking by a BANK (or other person approved by the CONVEYANCER on the usual terms of such Institution acceptable to the CONVEYANCER in terms whereof an amount of money is expressed to be payable to the SELLER or his nominee upon Transfer).

K. **THE CONVEYANCER :** \_\_\_\_\_ BRANCH \_\_\_\_\_

Phone No \_\_\_\_\_ email \_\_\_\_\_

L. **TRANSFER :** means Registration of Transfer of the Property into the name of the PURCHASER.

## THE AGREEMENT

### THE PURCHASER AND THE SELLER AGREE AS FOLLOWS:

#### **1. SALE**

The PURCHASER hereby Purchases from the SELLER who sells the PROPERTY for the Purchase Price, upon and subject to the terms contained in the AGREEMENT.

#### **2. SCHEDULE**

This AGREEMENT includes the SCHEDULE.

#### **3. DEFINITIONS**

- 3.1 The words and expressions contemplated in the SCHEDULE shall have the meanings assigned to them therein, unless otherwise required or indicated by the context of this AGREEMENT.
- 3.2 In this AGREEMENT words importing the singular shall, where necessary, include the plural and vice versa; words denoting any one gender shall, where applicable, include reference to the other gender; in the event of there being more than one SELLER or more than one PURCHASER they shall be deemed to be bound jointly and severally for their respective obligations in terms of this AGREEMENT and unless otherwise stated the PURCHASERS shall be deemed to Purchase the PROPERTY in equal and undivided shares.
- 3.3 Working days shall mean Mondays to Fridays and shall exclude Saturdays, Sundays and Public Holidays.
- 3.4 In the event that any one or more of the provisions contained herein are, for any reason, held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provisions of this AGREEMENT, but this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 3.5 The parties accept and agree that in terms of the FINANCIAL INTELLIGENCE CENTRE ACT, any Accountable Institution involved in this transaction requires certain documentation, including but not limited to the Conveyancers and Financial Institutions. The parties warrant that they shall provide all such required documentation, on demand, that may be requested of them at any stage of the Transfer or thereafter. A breach of the said requirement shall constitute a material breach of this AGREEMENT.

#### **4. POSSESSION**

The SELLER shall give Possession of the Property to the PURCHASER on the date of Registration of Transfer of the PROPERTY from which date all risks in and to the PROPERTY shall pass to the PURCHASER and the PURCHASER shall be liable for all rates, taxes, insurances, and other outgoings in respect of the PROPERTY and shall likewise be entitled to all income and other benefits there from. The SELLER hereby indemnifies the PURCHASER against any claims that may be made in respect of any Municipal Services (including but not limited to rates, water, electricity and sewerage) applicable to any period prior to Registration of Transfer. The PURCHASER undertakes to, within 5 (FIVE) days of Registration of Transfer, attend on the Municipality to open their own rates, electricity and water account.

#### **5. OCCUPATION**

- 5.1 Occupation of the PROPERTY shall be given by the SELLER to the PURCHASER on the Occupation Date. The PURCHASER shall pay to the SELLER the Occupational Interest which shall be paid, without deduction, demand or set off, by not later than the fourth day of each calendar month from the Occupation Date until Date of Transfer provided that such Occupational Interest shall be proportionately reduced in respect of any uncompleted calendar month.
- 5.2 Should the SELLER remain in occupation after the Date of Registration of the Property, the SELLER shall similarly be liable to the PURCHASER for Occupational Interest and the provisions of sub-clause 5.1 above shall, *mutatis mutandis* apply.
- 5.3 Nothing in this AGREEMENT shall be construed to create a Lease Agreement.
- 5.4 The SELLER will maintain the PROPERTY in good order and repair until Date of Occupation.

#### **6. PENALTY INTEREST**

In the event of there being any delay in connection with the Registration of Transfer for which the PURCHASER / SELLER is responsible, the PURCHASER / SELLER undertakes in addition to any payment which may be due in terms of Clause 5, to pay interest on the Purchase Price at the rate of Prime plus 5 % (five percent) calculated from the date

that the PURCHASER / SELLER has been notified in writing by the SELLER / PURCHASER (or the AGENCY) as being *in mora*, to the date upon which the PURCHASER / SELLER has ceased to be *in mora*.

## 7. VOETSTOOTS

- 7.1 The PROPERTY is sold Voetstoots, in its present condition, and the PURCHASER acknowledges that he has thoroughly inspected the PROPERTY before he has signed this AGREEMENT, and that he has acquainted himself with its nature, extent, locality, conditions of title, servitude, leases, any conditions to be lawfully imposed at the instance of a Government and/or Provincial and/or Local Authority and anything which may adversely affect the value of the PROPERTY, including any statutory and other rules relating thereto and shall have no claim whatsoever against the SELLER for any defects in the PROPERTY whether Latent (not visible on inspection) or Patent (visible on inspection).
- 7.2 If the PROPERTY has been erroneously described herein, such mistake or error shall not be binding on the SELLER but the description of the PROPERTY as set out in the SELLER'S Title Deed shall apply and in such event, the parties hereto agree to the rectification thereof to conform to the intention of the parties. It is further noted and agreed that if the Surveyor-General has altered the description of the PROPERTY in pursuance of any scheme of revision of numbering of erven in any Municipal area that the new description shall apply and if necessary, both SELLER and PURCHASER will agree to the rectification thereof to conform to the intention of the parties and will sign all necessary documents reflecting such amended description.
- 7.3 Notwithstanding the provisions of paragraph 7.1, the SELLER confirms that the PROPERTY has been built according to plans approved by the Local Authority and that all building plans and by-laws have been complied with, to the satisfaction of the Local Authority. In the event that the PROPERTY has not been built according to such plans, or in the event that any building laws or by-laws have not been complied with to the satisfaction of the Local Authority, the SELLER shall ensure that building plans be submitted and passed and such laws complied with, within a period of ninety (90) days of this of becoming aware of same, at his own expense.
- 7.4 In terms of the provisions of Regulation 29(3) of the National Environmental Management: Biodiversity Act 2004, the SELLER confirms that to the best of his knowledge there are no invasive species, as listed in the Act and the regulations thereto, on the PROPERTY as at the date of signature. Should any such plants exist, either at the date of sale or upon Transfer, then in that event the PURCHASER shall cause such plants to be eradicated immediately upon taking Transfer of the PROPERTY, at his expense, in accordance with the Act and the Regulations thereto and shall not have any claim against the SELLER.

## 8. TRANSFER

- 8.1 The PURCHASER shall not be entitled to take Transfer unless he has paid or secured by Guarantee the full Purchase Price and all other amounts payable by him in terms of this AGREEMENT.
- 8.2 The PURCHASER shall be liable for all costs in relation to Transfer and BOND (if applicable) including but not limited to Transfer Duty, CONVEYANCER'S fees, Value Added Tax and other charges in relation thereto and for the costs associated with the Registration of any BOND required by him. Such costs shall be paid in cash or by other means acceptable to the CONVEYANCER upon request thereof.  
Notwithstanding anything to the foregoing should Registration of Transfer form the subject matter of a Prior Sales Transaction in terms of Clauses D (c) and 21 hereof, the PURCHASER confirms that he has all necessary Transfer Costs available to the CONVEYANCER and these Costs will not be required from the Proceeds of his Prior Sales Transaction.
- 8.3 The parties agree and understand that they are bound by the terms of this AGREEMENT and undertake to sign any and all documents and provide any and all information requested in order to give effect to the terms of this AGREEMENT and the Registration of Transfer.

## 9. COMMISSION

- 9.1 The PURCHASER and SELLER confirm that the PURCHASER was not introduced to the PROPERTY and the SELLER by any estate agent and that ***no agent was the effective cause of the sale.***

## 10. DEFAULT – PURCHASER

- 10.1 In the event of any of the amounts in the Purchase Price, Occupational Rent, Transfer or BOND Costs and/or other charges remaining unpaid or in the event of any obligations for which the PURCHASER is liable herein remaining unfulfilled for a period of 7 (SEVEN) days after the date of receipt of a written notice addressed to the PURCHASER by or on behalf of the SELLER, calling upon the PURCHASER to make such payment and/or to fulfill such obligations, the SELLER shall have the option of either enforcing at Law the terms of

the AGREEMENT or of cancelling the AGREEMENT and re-entering into Possession of the PROPERTY without further notice to the PURCHASER.

10.2 In the event of the SELLER cancelling the AGREEMENT and retaking Possession of the PROPERTY, as a result of any default by the PURCHASER, any and all improvements made to the PROPERTY herein shall become the property of the SELLER without compensation to the PURCHASER and any payment made on account of the Purchase Price and/or interest shall be forfeited by the PURCHASER to the SELLER as “*rouwkoop*” or a penalty or as a genuine pre-estimate of liquidation damages, without prejudice to the SELLER’S rights to recover any damages howsoever incurred as the result of such cancellation. The PURCHASER understands that he may approach the Court to reduce such “*rouwkoop*” or penalty payment in the event that such amount is substantially more than the actual financial loss suffered by the SELLER by virtue of his default.

10.3 The SELLER and the PURCHASER do hereby, in terms of Section 45 of the Magistrates Court Act, consent to the jurisdiction of the Magistrate’s Court in regard to any action which may have to be instituted arising out of this AGREEMENT. Notwithstanding the foregoing, the Parties shall be entitled to institute any action in the High Court.

10.4 In the event of any party having to consult with ATTORNEYS as a consequence of any breach of the terms of this AGREEMENT by any party, then the defaulting party will be liable to pay the said ATTORNEYS’ costs of the ATTORNEY and own client scale and any collection Commission, which may be due to the said ATTORNEYS.

#### **11. DEFAULT – SELLER**

In the event that the SELLER is in default of any of his obligations arising from this AGREEMENT, and remain in default for a period of 7 (SEVEN) days of receipt of a written notice addressed to the SELLER by or on behalf of the PURCHASER, calling upon the SELLER to fulfill such obligations, then in such event the PURCHASER may elect to either enforce this AGREEMENT, or cancel same, without prejudice to any other rights he may have.

#### **12. IMPROVEMENTS**

Pending Transfer, the PURCHASER shall not be entitled to make any improvements to the PROPERTY nor alterations to any existing improvements thereon without prior written consent of the SELLER and should this AGREEMENT be cancelled for any reason whatsoever, the PURCHASER shall have no claim against the SELLER for any compensation in respect of any such improvements whether made with or without the SELLER’S consent.

#### **13. DOMICILIUM**

The PURCHASER’S and SELLER’S addresses as referred to in the SCHEDULE herein shall for all purposes under this AGREEMENT be their *domicilium citandi et executandi* (being the address to which all notices may be sent). Any notices posted to either party, shall if posted by pre-paid registered post, be deemed to have been received by either party 96 (NINETY SIX) hours after the time of posting or on the day upon which it was served by hand at the *domicilium* address, or upon transmission when notice has been given by e-mail or fax.

#### **14. SELLER’S RIGHTS**

The PURCHASER acknowledges that no indulgence, extension of time or any failure on the part of the SELLER to exercise his rights in terms hereof shall constitute a waiver of any of the SELLER’S rights in terms hereof.

#### **15. WHOLE CONTRACT**

This Agreement constitutes the entire contract between the SELLER and the PURCHASER and any acts, representations, announcements, statements, warranties, guarantees or conditions not recorded herein shall be of no force or effect whatsoever, the PURCHASER acknowledging that neither the SELLER nor any person acting on his behalf has made any representations, announcements, statements or warranties inducing the conclusion of this AGREEMENT

#### **16. FINANCIAL INSTITUTION**

16.1 The loan referred to in Clause D (d) is to be paid on Registration of Transfer and is to be provided by the raising of a BANK Loan on first mortgage on security of the PROPERTY. This entire AGREEMENT is subject to the condition that the PURCHASER is able to arrange such Loan by the EFFECTIVE DATE.

16.2 This entire AGREEMENT is subject to the condition that the PURCHASER or the PURCHASER’S Agent on behalf of the PURCHASER, is able to arrange such Loan on the usual BANK Terms and Conditions for Mortgage Loans in the Banking Industry on or before the EFFECTIVE DATE. The PURCHASER shall cooperate fully with the Financial Institutions concerned to ensure that proper and timeous application is made for such Loan and provide the Financial Institution concerned with salary advices necessary from their employer and where self-employed, the current Financial Statements of their Company, Close Corporation, Partnership or Sole

Proprietorship as the case may be, or any other documents or information as may be required for the Financial Institution to assess or satisfy the qualification criteria as laid down by the Financial Institution.

- 16.3 This condition will be fulfilled on receipt of written advice from a Financial Institution to the CONVEYANCERS, and the PURCHASER that the BOND has been granted, or on receipt of a quotation or pre-agreement by the Financial Institution that the Financial Institution is prepared to grant a Loan to the PURCHASER.
- 16.4 The PURCHASER understands that he is under a legal obligation to apply for a BOND for the amount required, and to co-operate fully with the Financial Institutions in order to secure such BOND. The PURCHASER further understands that should he fail to co-operate and the BOND is either not approved in time, or is declined because of a failure on his part to co-operate, he may still be bound to the AGREEMENT, as the Suspensive Conditions may be considered as having been fictionally fulfilled by a Court of Law.
- 16.5 Should such Loan not be granted in principle, OR should the quote not be issued, (whichever is applicable) by the EFFECTIVE DATE, the parties specifically agree that the time period shall be automatically extended for a further period of 14 (FOURTEEN) days. Should the Loan not be granted within the extended period, and should the SELLER not grant a further extension of time in writing, this AGREEMENT shall be automatically cancelled and be of no further force and effect.
- 16.6 It is agreed and recorded herein that the aforesaid condition has been inserted for the benefit of the PURCHASER and can be waived in writing by the PURCHASER at any time prior to the EFFECTIVE DATE (or the extended period referred to in Clause 16.5). Should the PURCHASER waive the condition then the PURCHASER undertakes to pay the full Purchase Price in to TRUST with the CONVEYANCERS, or provide Bank Guarantees for payment thereof, to the satisfaction of the CONVEYANCERS, within **7 (SEVEN) working days** of such waiver or such further period as the SELLER may agree to in writing.

#### **17. ENTOMOLOGISTS CERTIFICATE**

Notwithstanding the provisions of clause 7 hereof, shall procure prior to Transfer, at the SELLER'S expense, a report or certificate issued by a properly qualified and Government approved person, to the effect that there is no evidence of active infestation by timber destroying insects or creatures (excluding *Ambrosia and Ernobius Mollis* which are considered harmless). Should there be evidence of any such infestation, the SELLER shall, at his expense, cause such infestation to be eradicated within 21 (TWENTY ONE) days of being advised thereof to enable such report or certificate to be issued. Such certificate shall not predate the date of the AGREEMENT by more than 3 (THREE) months.

#### **18. ELECTRICAL INSTALLATION COMPLIANCE CERTIFICATE, ELECTRIC FENCE AND GAS CONFORMITY CERTIFICATES**

18.1 Notwithstanding Voetstoots Clause 7, the SELLER shall deliver at his expense, to the CONVEYANCERS, on request by the AGENCY or the CONVEYANCERS, the following:

- 18.1.1 a Certificate of Compliance in terms of Government Regulation No.242 of March 2009, issued by an accredited person who is registered with the Department of Labour, certifying that the electrical installation of the premises is in accordance with SABS 0142, or is reasonably safe. Should the aforesaid accredited person report that there is a fault or defect in the electrical installation, the SELLER shall be obligated, at his expense within 21 (TWENTY ONE) days of receipt of such report and recommendations, to contract with an Electrical Contractor or any other qualified person to carry out the repairs as recommended, so as to enable the accredited person to issue the Certificate aforesaid.  
If the Certificate of Compliance referred to in sub-clause 18.1.1 pre-dates the date of this Offer, then the SELLER confirms that the said Certificate is valid in respect of all the electrical installations of the PROPERTY and warrants that he has not modified or altered the installation and is not aware of any alteration of modification having been effected since the issue of the Certificate. This Certificate should not be older than 3 years.
- 18.1.2 a Certificate of Compliance for any Electric Fence system on the PROPERTY, as referred to in Regulation 12(4) of Electrical Machinery Regulations, 2011 to the Occupational Health and Safety Act of 1993, to the effect that the installation complies with the provisions of Regulation 13(1) and that the installation is safe. The SELLER shall furthermore warrant that should the Certificate pre-date the date of sale, that he has not modified or altered the installation and is not aware of any alteration of modification having been effected since the issue of the Certificate. Should the SELLER not be in possession of same, the SELLER undertakes to procure such Certificate from an accredited authority within 21 (TWENTY ONE) days of being called for by the CONVEYANCERS.



18.1.3 A Certificate of Conformity from an accredited gas authority, confirming that any gas installation on the Property comply with Section 17(3) of Government Notice R734 of 15 July 2009 (Government Gazette 32395) and which certificate shall not be older than 12 months.

[\*Delete where indicated above if the property is vacant land]

**19. PURCHASER A COMPANY, CLOSE CORPORATION OR TRUST**

In the event of the PURCHASER acting in the capacity of an Agent or Trustee for a Company or Close Corporation and or Trust that already exists, or in the capacity of an Agent for a Company or Close Corporation to be formed, the PURCHASER shall be personally liable should the Purchasing Company, Close Corporation or Trust not perform in terms of this AGREEMENT, or in the event of a Company, not be formed within 30 (THIRTY) days of the date hereof, or if when it is formed it does not ratify this AGREEMENT within 7 (SEVEN) days. In addition, the said PURCHASER shall be deemed to have guaranteed the obligations of the Company, Close Corporation or Trust that already exists or to be formed in terms of this AGREEMENT, as surety and co-principal debtor.

**20. FIXTURES AND FITTINGS**

The PROPERTY is sold inclusive of all fixtures and fittings of a permanent nature, which the SELLER confirms to be his exclusive property and fully paid for. These, together with the following movables, which are specially included, are sold voetstoots:

- i) All fixed light fittings, ceiling fans, chandeliers;
- ii) All keys and remotes to doors, garage/s, cupboards, outbuildings and safe/s (if applicable);
- iii) The stove / eye-level oven / hob / extractor fan;
- iv) Pool cleaning equipment / automatic pool cleaner, which the SELLER confirms to be in good working order;
- v) All fitted carpets, fitted cupboards, shelves;
- vi) Curtain rods, rings, rails, pelmets and blinds;
- vii) Water storage tanks, pumps & associated equipment;
- viii) Solar panels;
- ix) \_\_\_\_\_

**21. FURTHER TERMS OF THE AGREEMENT**

**Proceeds From Prior Sale (NO Agreement in Place)**

The operation of this AGREEMENT is subject also to the fulfillment of the further condition/s as indicated hereunder:

21.1 That within \_\_\_\_\_ days after acceptance of this AGREEMENT, the PURCHASER conclusively sells his property known as \_\_\_\_\_ and this condition will be deemed to have been fulfilled upon receipt by the AGENCY of written confirmation by the PURCHASER that a binding sale has been concluded which either does not contain any Suspensive Conditions, or in respect of which all Suspensive Conditions are fulfilled, within the aforesaid period, failing which this AGREEMENT for the Purchase of the Property shall be of no force and effect.

**Proceeds From Prior Sale (Agreement Signed by Parties)**

21.2 That the PURCHASER confirms he has entered into an Agreement for the sale of his property, known as:

\_\_\_\_\_ \* without any suspensive conditions relating thereto / \* with the following suspensive conditions relating thereto which must be fulfilled by the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Record Suspensive Conditions Hereunder:**

\_\_\_\_\_

\_\_\_\_\_

21.3 The SELLER acknowledges that the PURCHASER requires funds of ;

R \_\_\_\_\_ from the Proceeds of the Sale contemplated in clause 21.1 or (if applicable) Clause 21.2, in order to pay a like sum on account of the

Purchase Price, and the PURCHASER undertakes to procure a Guarantee on demand by the CONVEYANCER for such amount prior to Registration of Transfer of the Property hereby purchased and sold.

**22. ESCAPE CLAUSE FOR THE BENEFIT OF THE SELLER (applicable only where there is a property to be sold\_**

- 22.1 In the event of the SELLER receiving a written Offer to Purchase from a third party prior to the fulfilment of any Suspensive Condition to this AGREEMENT and which further Offer has no Suspensive Condition/s or in which the Suspensive Condition/s have been fulfilled, the SELLER may call upon the PURCHASER, on written notice, to fulfil such Suspensive Condition/s within a period of \_\_\_\_\_ working days.
- 22.2 In the event of the PURCHASER being unable to fulfil the Suspensive Condition/s within the above period or if he is unable to waive such Suspensive Condition/s, then this AGREEMENT shall cease and be of no further force or effect and any monies paid by the PURCHASER shall be refunded to him.
- 22.3 Notice shall be served on the PURCHASER in writing, by delivery to his *domicilium* address.
- 22.4 Notwithstanding anything to the contrary contained in the AGREEMENT, the PURCHASER may, on receipt of the notice referred to in clause 23.1 above, elect, at his sole discretion, to resile from his obligations immediately, alternatively, to waive the Suspensive Condition/s. In the event of the PURCHASER wishing to resile here from, written confirmation is to be furnished by the PURCHASER to the SELLER on the same day of notice issued.

**23. PURCHASERS RIGHT OF REVOCATION (Not Applicable if the Purchase Price Exceeds R250 000)**

The PURCHASER is, in terms of Section 29A of the Alienation Act 1981, as amended, entitled within 5 (FIVE) days after signature hereof by the PURCHASER, to revoke this Offer or, in the event of the Offer having being accepted by the SELLER, terminate his Deed of Alienation by delivering to the SELLER or his/her AGENCY written notice to that effect in the manner prescribed in the said Act. The period of 5 (FIVE) days shall be calculated with the exclusion of the day upon which the Offer or Deed of Alienation was signed by the PURCHASER, and of any Saturday, Sunday or Public Holiday.

**24. WITHOLDING TAX OBLIGATION**

- 24.1 If the Purchase Price is equal to or greater than R2 000 000,00 (Two Million Rand), the SELLER hereby warrants that **HE IS / IS NOT** a resident of the Republic of South Africa upon a proper interpretation of the Income Tax Act 58 of 1962 ("the Act").
- 24.2 If the SELLER is a non-resident, as contemplated in the Act, the SELLER and the PURCHASER hereby record that they are aware of an obligation on the part of the PURCHASER to withhold a prescribed portion of the Purchase Price from the SELLER and pay such withheld portion to the South African Revenue Services (SARS) in terms of Section 35A of the Act. The parties are aware that the PURCHASER shall instruct the CONVEYANCERS to fulfil this obligation.

**25. ACCEPTANCE PERIOD**

If any Offer, or counter Offer/s as the case may be, constituted by this document, is not accepted by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, then such Offer / counter Offer/s shall lapse and not be capable of acceptance thereafter.

**26. FURTHER TERMS OF THE AGREEMENT (Cont) :**

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\_\_\_\_\_  
\_\_\_\_\_  
**THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES STATED HEREUNDER.**

**DATE :** \_\_\_\_\_ **PLACE :** \_\_\_\_\_ **TIME :** \_\_\_\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**PURCHASER 1**  
If the person signing this AGREEMENT is signing in a representative capacity he/she warrants by his/her signature that he/she is authorized to sign this AGREEMENT on behalf of the PURCHASER.

I, the undersigned, \_\_\_\_\_ the spouse of the PURCHASER, hereby consent in terms of the Matrimonial Property Act, No. 88 of 1984 (if applicable), to the PURCHASER and I, furthermore, undertake to bind myself, jointly and severally, as surety and co-principal debtor with my spouse for my spouse's obligations in terms of the above AGREEMENT and for the BOND to be raised in terms thereof on such Terms and Conditions as may be stipulated by the grantor of the BOND.

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**PURCHASER 2**  
If the person signing this AGREEMENT is signing in a representative capacity he/she warrants by his/her signature that he/she is authorized to sign this AGREEMENT on behalf of the PURCHASER

**DATE :** \_\_\_\_\_ **PLACE :** \_\_\_\_\_ **TIME :** \_\_\_\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**SELLER 1**  
If the person signing this AGREEMENT is signing in a representative capacity he/she warrants by his/her signature that he/she is authorized to sign this AGREEMENT on behalf of the SELLER

I, the SPOUSE/ PARTNER of the SELLER, hereby consent to the foregoing and confirm all of the Terms and Conditions herein contained.

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**SELLER 2**  
If the person signing this AGREEMENT is signing in a representative capacity he/she warrants by his/her signature that he/she is authorized to sign this AGREEMENT on behalf of the SELLER