DEED OF SALE
Purchaser One
Name: ___________________________ herein represented by the undersigned and duly authorized thereto being ___________________________.

Id / Reg No: ___________________________ herein represented by the undersigned and duly authorized thereto being ___________________________.

Purchaser Two
Name: ___________________________ herein represented by the undersigned and duly authorized thereto being ___________________________.

Id / Reg No: ___________________________ herein represented by the undersigned and duly authorized thereto being ___________________________.

Hereby makes an offer to purchase the under mentioned property through ___________________________ from ___________________________ the “agent”, from the “seller”:

Seller One
Name: ___________________________ herein represented by the undersigned and duly authorized thereto being ___________________________.

Id / Reg No: ___________________________ herein represented by the undersigned and duly authorized thereto being ___________________________.

Seller Two
Name: ___________________________ herein represented by the undersigned and duly authorized 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 scheme known as: ___________________________.

situated at: ___________________________.

Full title: Erf No __________ Suburb ___________________________.

Township ___________________________.

Street address ___________________________.

________________________________________________________________________

________________________________________________________________________
1. **Purchase Price**

1.1 The purchase price is the amount of: R________________ (________________________________________)  

☐ The seller hereby confirms that he is registered for VAT and that the property is sold as a VATable item. The seller will pay the VAT to SARS. The purchase price therefore includes VAT,* or  

☐ The seller hereby confirms that he is not registered for VAT and therefore transfer duty is payable by the purchaser to the South African Revenue Services:*  

*mark in block and initial

1.2 The purchase price is payable as follows:

1.2.1 R________________ (________________________________________)  

as an initial deposit within ___(______________________) working days from acceptance of this offer by the seller.

1.2.2 R________________ (________________________________________)  

as a further deposit or as the balance purchase price within ___(______________________) working days from acceptance of this offer by the seller.

All the above mentioned deposits will be paid to the transferring attorney and held in trust pending registration of transfer. The purchaser authorizes the transferring attorney to invest the said deposits in accordance with the provisions of section 78(2)(A) of the Attorneys Act for the benefit of the purchaser.

1.3 Bank guarantees for the balance or the full purchase price, payable on date of registration, will be supplied by the purchaser within ___(______________________) working days hereof. These guarantees must reasonably be acceptable to the seller.

2. **Approval of Bond**

2.1 This offer is subject to the suspensive condition that the purchaser is able to obtain a quotation and a loan from a bank as referred to in the National Credit Act 34/2005 for a loan amount of R________________ (________________________________________)  

within ___(______________________) working days after acceptance of this offer.

2.2 The purchaser undertakes to apply for the bond at a financial institution immediately after acceptance of this offer, regardless whether his property must first be sold or not.

2.3 Notwithstanding the provisions of clause 16:

2.3.1 In the event that the purchaser's bond is not approved within the period as stipulated in clause 2.1, the seller will have the right to extend the period unilaterally in writing before the fulfillment date.

2.3.2 If the purchaser obtained a bond for an amount less than the amount stipulated in clause 2.1, he may unilaterally, in writing, in full or partially, waive the suspensive condition before the date of fulfillment.

2.4 The purchaser consents that the agent or his nominated bond originator may apply for bond approval.

3. **Occupation**

3.1 Occupation of the property shall be given to the purchaser on ______________________________________ on condition that the occupational rent is paid in advance. If the date of occupation does not coincide with the registration date, the party enjoying occupation of the property whilst it is registered in the name of the other party, shall pay the other party occupational interest monthly in advance in the amount of R________________ (________________________________________). This amount is to be paid to the transferring attorney, on or before the first of every month without any deductions or bank charges.
3.2 From the date of occupation or registration, whichever occurs the first, the purchaser takes responsibility for the payment of all water and electricity consumption.

3.3 In the event that transfer of the property has not taken place within 6 (six) months after the fulfillment of all the suspensive conditions herein as a result of the purchaser's delay, the occupational rent will be adjusted with immediate effect to an amount equal to 1% of the full purchase price per month.

3.4 The parties agree that there is no lease agreement between them and therefore no rights and obligations as created in the Housing Rental Act 50 of 1999 are applicable.

4. Fixtures and Fittings

The property is sold together with all fixtures and fittings of a permanent nature, which the seller guarantee are paid up in full and that he or his spouse is the sole owner thereof, including, but not limited to, the following items: *electrical fittings, *fitted TV/M-NET aerials/satellite dish, *alarm, *pelmets, *keys, *remote controls, *intercom, *swimming pool cleaning equipment (including automatic appliances), *blinds, *security gates, as well as:

Delete which is not applicable
But specifically excluded:

5. Mortgage bonds, Levies, Municipal accounts and SARS

5.1 The seller confirms that the mortgage bonds as stipulated in the personal information sheet, are currently registered over the property.

5.2 The seller confirms that all bonds, municipal accounts and levy accounts are paid in full and undertake to keep it paid up, until date of transfer. The seller confirms that the purchase price is sufficient, after deduction of the commission, to pay the bonds in full. If the purchase price is not sufficient, the seller shall within a reasonable time after being requested to do so in writing by the conveyancer, pay the shortfall into the bond, levy account or municipal account, alternatively make the necessary provisions in order for the registration to be concluded.

5.3 Due to the fact that the South African Revenue Service (SARS) are calculating a risk analysis on both the seller and the purchaser when issuing the transfer duty receipt relevant to the property transaction, the seller and purchaser hereby guarantee to one another as well as the agency that all tax related matters (either private or other) included, but not limited to tax returns and payments are handed in on time and paid in full. However, If this is not the case, the relevant party undertakes to bring it immediately up to date.

6. Transfer and costs

The seller’s transfer attorney, will as soon as all suspensive conditions have been fulfilled, as stipulated in this agreement, see that the registration of transfer takes place. Transfer and bond fees will be immediately payable on request, by the purchaser to the transfer and / or bond attorney. The purchaser and seller will immediately upon request provide all information including Fica information and sign all documentation in order for registration to take place of the property and / or bond registration in the name of the purchaser. The seller is responsible for the cancellation costs of any existing mortgage bond(s) (if applicable) and hereby authorises the transfer attorney to recover such account from the proceeds of the transaction.
7. **Risk, Voetstoots, Title Conditions and Defects**

7.1 On date of registration of transfer, ownership and risk of damage to the property together with all benefits and responsibilities for all levies, property rates and/or other expenses with regard to the property will pass to the purchaser.

7.2.1 *Patent defects*

Patent defects to the property are those defects which can be seen with the naked eye or can be ascertained after a reasonable inspection of the property has been made. This includes the zoning and approved plans of the property. There remains a legal obligation on the purchaser to conduct a thorough inspection on the property to ascertain which defects to the property exists as on date of conclusion of the agreement. There is an irrefutable presumption that the purchaser is satisfied with the condition of the property with regard to any patent defects on the property on date of signature of this agreement. In the event where the purchaser neglects to attend to the necessary inspections, it is presumed that the purchaser is aware of all the patent defects and that he has purchased the property as such.

7.2.2 *Latent defects*

Latent defects to the property are those defects which cannot be seen with the naked eye or cannot be ascertained after a reasonable inspection of the property has been made. The property is offered and sold in the condition that it stands (*voetstoots*), subject to all the terms, conditions and servitudes in the current or previous relevant title deeds of the property, which title deeds are available for public inspection at the relevant deeds office, and furthermore subject to all other and/or new conditions and servitudes which may apply to the property and/or limitations in the township establishment conditions applicable to the property, in the current conditions and extent as it currently stands, exempted from normal wear and tear from date of this agreement to date of transfer.

The purchaser shall have no claims whatsoever against the seller for any latent defects, unless the seller had prior knowledge thereof and refrained from disclosing the purchaser thereof prior to signing this agreement.

The seller shall provide the purchaser with a detailed list of all latent defects and/or damages to the property, that he is to the best of his knowledge aware of to the best of his knowledge before date of signing this agreement and shall disclose such to the purchaser as per annexure “H” hereto.

7.3 The agent shall not be responsible in any way for any latent or patent defects to the property and shall not be responsible for any damage that the purchaser may have had as a result of such deficiency.

7.4 The purchaser furthermore acknowledge that the property may be subject to the terms and conditions of a body corporate in a sectional title scheme and/or a home owners association, and undertake to become a member of such institution or company where applicable.

8. **Penalty Clause**

If either the seller or purchaser is responsible for the delay of the registration, the party responsible for such a delay will be liable for the payment of penalty interest, calculated on the full purchase price for the duration of the delay at an interest rate of 5.5% above the repo rate as charged by the Reserve Bank from time to time.

9. **Commission**

9.1 Agent’s commission will be paid by the seller as per commission agreement attached hereto as annexure “C” and signed by the seller and shall be deemed to have been earned and be payable upon acceptance of this offer and the fulfillment of the suspensive conditions (where applicable). Payment of agent’s commission shall be effected by the transfer attorney against transfer of the property unless the parties specifically agree otherwise in writing, alternatively with the occurrence of clause 9.2.
9.2 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. Should the sale be cancelled due to the failure of either one of the parties to carry out any obligation hereunder, the commission shall be payable by such party. The commission shall then be payable on demand, irrespective of whether the terms of any suspensive conditions have been complied with or not.

9.3 The parties acknowledge that ____________________ from ____________________________, is the only and effective cause of this transaction. The agent may display a sold sign on the property from the date upon which this agreement is no longer subject to suspensive conditions until a period of 1 (one) month after registration.

9.4 In the event that there is any dispute between the party/ies and the agency with relation to the payment of commission, the party/ies and the agency agrees, despite clause 10.3 herein, to refer such a dispute for arbitration at the Arbitration Tribunal at the Council for Estate Agencies matters. The constitution and procedural rules of the Tribunal are hereby fully incorporated in this agreement and as such it forms an integral part hereof.

9.5 All costs and expenses, including legal fees based on an attorney and client scale, which have been incurred by the agent for the collection or the attempt to collect the agent’s professional fee, will be payable by the party responsible for the fee to the agent as and when raised.

10. **Breach and jurisdiction**

In the event of the purchaser and/or seller failing to remedy any breach of the terms hereof within 7 (seven) working days from date of receiving a notice, requesting him to rectify such breach, the seller / purchaser shall be entitled at his choice and without any prejudice to any of his rights:

10.1 to cancel this agreement, re-occupy the property and if the purchaser is in breach keep any deposit, less agent’s commission as well as all other amounts paid by the purchaser as ‘rouwkoop’ or by way of penalty, or as liquidated damages, or as payment in respect of prejudice agreed upon as being suffered by the seller as a result of the purchaser’s breach, over and above any further damages claimed;

10.2 to enforce performance of the terms hereof, including payment of the full balance of the purchase price and all other amounts owing in terms hereof, as well as any damages incurred by him.

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 negotiations with this agreement, irrespective of the fact that the case under dispute might exceed the court’s jurisdiction or not.

11. **Domicile**

11.1 Each party chooses as his domicilium citandi et executandi, the address as set out in the information sheet hereto, at which address all notices and legal process in relation to this agreement or any action arising there from may be effectively delivered and served.

11.2 The parties consent thereto that the fax numbers and the e-mail addresses, as set out in the information sheet hereto, may be used as an additional domicilium address for serving of notices. In these cases the fax delivery report or computer printout will be sufficient proof that the notice was send.

11.3 Any notice to be given by one party to the other in terms of this contract shall be in writing and shall be send to the domicilium citandi et executandi, fax number or e-mail address aforesaid.

11.4 Such other party shall be irrefutably deemed to have been informed of the contents of the notice:

i) If posted by prepaid registered post, on the 5th (fifth) business day (excluding Saturdays, Sundays and public holidays) after posting.

ii) If delivered by hand, on date of delivery by hand.

iii) If faxed or send via e-mail, on such day as the fax or e-mail delivery report certifies that the fax or e-mail was sent.
11.5 Any party may change his domicilium address on condition that it remains in the Republic of South Africa and the required notice is given as required in clause 11.3 hereof.

12. Electricity: Certificate of Compliance

The seller shall at his own expense within 7 (seven) days after compliance with clause 2.1 hereof, but before occupation, deliver to the transferring attorney, a certificate of compliance in terms of Act 85 of 1993 issued by a qualified electrician. This certificate shall not be older than 2 years and shall certify that the electrical installation as well as any alterations complies with the abovementioned act. The seller guarantees that the whole installation as well as all electrical appliances is in a working order. If there are any repairs or reparations, the seller shall repair it at his cost before registration.

13. Gas certificate of compliance

13.1 If a permanent gas reticulation or appliances are present the seller shall at his own expense and within 7 (seven) working days after compliance of the suspensive conditions herein, but before occupation, deliver to the conveyancer, a certificate of compliance in terms of the Occupational Safety and Hazards Act 85 of 1993 issued by an authorized person i.e. a registered liquid petroleum (LP) gas practitioner or an approved inspection authority and that it shall certify that the installation as well as any alterations complies with the abovementioned act.

13.2 The seller guarantees that the whole installation as well as all liquid petroleum gas appliances are in working order. If there are any repairs or reparations, the seller shall repair it at his cost before registration.

[Checkboxes and initial]

[Delete which is not applicable and initial]

14. Electric fence system certificate of compliance

14.1 If the property sold in terms hereof has an electric fence, the seller shall at his own expense within 7 (seven) days after compliance with the suspensive conditions, but before occupation, deliver to the transferring attorney an electric fence compliance certificate in terms of Regulation 12 of the Electrical Machinery Regulations issued in terms of the Occupational Health and Safety Act, Act 85 of 1993.

14.2 The seller guarantees that the whole electric fence installation is in a working order. If there are any repairs, the seller shall repair it at his cost before registration.

[Checkboxes and initial]

[Delete which is not applicable and initial]

15. Representation, Liability and Surety

15.1 If the signatory hereto acts as a representative for a company to be formed, the signatory shall be personally liable should the company to be formed not fulfil all their obligations in terms of this agreement. By signing this agreement the representative binds himself as surety and co-principal debtor jointly and severally for the proper fulfilment by the juristic person (to be formed) of all his obligations in terms hereof.

15.2 After signing of this agreement:

15.2.1 the to be formed entity must be incorporated within 45 (forty five) days of acceptance hereof; and

15.2.2 the to be formed entity must ratify this agreement within 14 (fourteen) days from date of incorporation.

Should the representative fails to comply with clause 15.2.1 and/or 15.2.2 the said representative shall be the purchaser and shall be obliged to take transfer into his/her/their own name.
15.3 The person signing this agreement on behalf of an existing company, close corporation or trust, binds himself personally as surety and co-principal debtor jointly and severally for the proper fulfilment by the juristic person or trust of all its obligations in terms of this agreement.

15.4 Any person signing this agreement on behalf of a legal entity, whether registered or about to be registered, or an existing trust, guarantees by signing this agreement that he is acting within his rights, objectives and mandate of the legal entity or Trust.

15.5 This agreement is not inconsistent with any sections of the Companies Act, 40 of 2010, Close Corporation Act, 69 of 1984 or the Trust Property Control Act, 57 of 1988.

15.6 This agreement is furthermore not in conflict with any of the objectives of the memorandum of incorporation, co-operation agreement or relevant trust deed. All necessary steps and authorities have been given to the authorised person signing this agreement by the legal entity or trust, and in particular but without limitations, the directors, members or trustees that authorised the conclusion of this agreement.

15.7 In the event of more than one seller or more than one purchaser being a party to this agreement, they shall be jointly and severally liable for their obligations arising in terms hereof.

16. Sole agreement, Non-variation and latitude

16.1 This agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein, shall be of any force or effect.

16.2 No variations of the terms and conditions of this agreement including this clause, shall be of any force or effect, unless it’s reduced to writing and signed by all the parties hereto.

16.3 No failure, omission of 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 an estoppel against any party in respect of his 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/or seller confirm that he has read this agreement and understands the contents hereof.

16.5 This agreement is a pro forma agreement with blank spaces. If any of the blank spaces are left open at signing hereof, it will not have the effect that this agreement is null and void or voidable.

16.6 All references to singular will also include 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 be regarded as not part of the agreement. It shall for all purposes be discarded without affecting the validity of the rest of the agreement.

17. Offer Lapses

This offer is irrevocable until ____________ h ______________ on ______________________ and is binding upon acceptance, irrespective of notification of acceptance to the purchaser or not.

18. Annexures

The following annexures forms an integral part of this agreement:

| A | B | C |   |   |   |   |   |

Purchaser 1  Purchaser 2  
_____________  ______________

Seller 1  Seller 2  
_____________  ______________
19. Other Conditions:

_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

OFFER MADE BY ME/US at __________________________ this ______ day of ________________ 20__

Witness 1: _______________________________ Purchaser 1: _______________________________
Name: _______________________________ Name: _______________________________

Witness 2: _______________________________ Purchaser 2: _______________________________
Name: _______________________________ Name: _______________________________

OFFER ACCEPTED BY ME/US at_________________________ this ______ day of ________________ 20__

Witness 1: _______________________________ Seller 1: _______________________________
Name: _______________________________ Name: _______________________________

Witness 2: _______________________________ Seller 2: _______________________________
Name: _______________________________ Name: _______________________________

The signatory hereto confirms that he does not sell immovable property in the normal course of his business as
defined in the Consumer Protection Act.

The agency herewith accepts the benefits arising from the transaction.

Agent: _______________________________

Tel: _______________________________

Email: _______________________________

PRINCIPAL - AGENT
Transferring attorney
Name: _______________________________________
Tel : (______) _____________________________ Fax: (______) _____________________________

Transferring attorney
Name: _______________________________________
Tel : (______) _____________________________ Fax: (______) _____________________________

Transferring attorney
Name: _______________________________________
Tel : (______) _____________________________ Fax: (______) _____________________________