

# AGREEMENT OF SALE

Between

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**Identity Number:** \_\_\_\_\_

("the SELLER")

and

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**Identity Number:** \_\_\_\_\_

("the PURCHASER")

The Seller agrees to sell to the Purchaser who agrees to purchase the following property ("the property") on the following terms and conditions.

**1. PROPERTY**

**Erf:** \_\_\_\_\_

**In extent:** \_\_\_\_\_ ( \_\_\_\_\_ ) **square metres**

**Street address:** \_\_\_\_\_

**2. PURCHASE PRICE**

The purchase price payable by the Purchaser to the Seller is R \_\_\_\_\_ ( \_\_\_\_\_ Rand). It is recorded that the full purchase price has already been paid in cash to the Seller.

**3. COSTS**

The Purchaser must pay all transfer costs incurred in registration of transfer of the property into his name (including Transfer Duty, if applicable), which amounts must be paid upon request of the Conveyancers (STBB Claremont, Attn Tholekele Mrubata).

**4. TRANSFER**

Transfer of the property will be passed by the Conveyancers and will be given and taken as soon as possible after signature hereof. The Purchaser will sign all transfer documents on request by the Conveyancers.

**5. POSSESSION & VACANT OCCUPATION**

The Purchaser is already in occupation of the property and accordingly:

- 5.1 all revenue accruing from and expenditure in respect of the property, especially any municipal charges, will be for the account of the Purchaser.

- 5.2 all of the benefits and risks in and to the property are for the Purchaser.
- 5.3 If this agreement is cancelled for any reason whatsoever, the Purchaser will not be entitled to compensation from the Seller for any improvements of any nature whatsoever that he may have made to the property, with or without the Seller's consent. Occupation will not give the Purchaser the rights of a tenant or grant him a lien over the property, or any alteration or additions and if this Agreement is cancelled, the Purchaser shall immediately and without notice vacate the property.
- 5.4 The Purchaser warrants that he will maintain the property in the current condition to date of transfer.
- 5.5 The Purchaser will not be entitled to make any alterations whatsoever to the property before date of transfer, unless agreed to by the Seller in writing.

## 6. BREACH

If either of the parties breaches any of his obligations under this agreement (including the signature of any documents relating to the passing of transfer or the payment of any amount due under this agreement) and remains in breach thereof after the expiry of a period of seven (7) days notice in writing, given to the defaulting party by the other party or on his behalf calling upon the defaulting party to remedy such breach the other party will have the right, without prejudice to any other rights to which he may be entitled in law, or under this agreement namely:-

EITHER

- (a) to hold the defaulting party bound to this agreement, to enforce performance of the obligations of the defaulting party hereunder and to claim immediate payment of all amounts payable by the defaulting party under this agreement;

OR

- (b) (i) to cancel this agreement forthwith; and
- (ii) claim damages from the defaulting party, in which event he will not be obliged to return to the defaulting party such amounts as have already been paid by the defaulting party, but will be entitled to retain such amounts, together with interest accruing thereon, pending the determination of the amount of such damages and upon such determination in favour of the other party such amounts will be deemed to have been paid by the defaulting party on account of the damages suffered by the other party and the balance of the amount paid by the other party will be refunded to him should the damages be less than the actual payment made; or
- (iv) retain all amounts paid by the defaulting party as liquidated damages.

## 7. ELECTRICAL INSTALLATION CERTIFICATE

The Seller must, at its cost, deliver to the Purchaser before the transfer date a certificate of compliance in regard to the electrical installation on the property in terms of the regulations made by the Minister of Manpower on 23rd October 1992 under Section 35 of the Machinery and Occupational Safety Act No 6 of 1983. The Seller undertakes not to alter the electrical installation after the issue of the certificate.

## 8. PLUMBING CERTIFICATE

- 8.1 The Seller must at its cost, submit a certificate from an accredited plumber to the City of Cape Town Municipality, certifying that the water supply to the property conforms with the requirements stipulated in Section 14 of the City of Cape Town: Water By-law 2010.
- 8.2 The Seller undertakes to submit this certificate to the Conveyancers before the transfer date.
- 8.3 If the accredited plumber appointed by the Seller to provide this certificate requires corrective work to be carried out as a precondition to the issue thereof, the Seller will ensure the work is carried out at its cost.

## 9. GENERAL CONDITIONS

- 9.1 The extent of the property is as set out in the title deed(s), and the Seller will not be liable in respect of any shortfall and will have no claim in respect of any excess which may be found on re-survey of the property.
- 9.2 The Purchaser acknowledges that he has satisfied himself by personal inspection, or by means of independent sources of information, concerning any burdens or servitudes to which the property may be subject, and also concerning all advantages and disadvantages attaching to the property; and hereby agrees that the Seller will not be liable to him in respect of any failure by the Seller or his agent to inform him of any such qualities.
- 9.3 The Seller gives no express or implied warranty whatsoever with respect to the property or any aspect thereof. The property is sold "voetstoots" as it now is, with any patent or latent defects to which it may be subject.
- 9.4 The Purchaser acknowledges that he has not been influenced into entering into this agreement by any express or implied information, statement or representation given or made by or on behalf of the Seller; the Purchaser hereby waives in favour of the Seller any rights whatsoever which he otherwise may have against the Seller as result of any such information, statement or representation given or made by or on behalf of the Seller.
- 9.5 This agreement constitutes the entire agreement between the parties and no other conditions, stipulations, warranties or representatives whatsoever have been made by either party or his agent other than such as are contained herein. No modification, variation or alteration hereto shall be valid unless in writing and signed by both parties or their respective agents.
- 9.6 Any latitude which may have been allowed by the Seller in respect of any breach by the Purchaser in terms hereof, will not under any circumstances be deemed to be a waiver of the Seller's rights under this agreement nor a novation hereof, nor will it prevent the Seller from exercising any right nor absolve the Purchaser from any obligation under this Agreement.
- 9.7 If there is more than one Purchaser, their liability in terms of this agreement will be joint and several.

## 10. NOTICES AND DOMICILIA

10.1 The Parties to the agreement choose the following addresses as their respective domicilia citandi et executandi for all purposes arising hereunder and as their respective addresses for the service of any notices required to be served upon them hereunder:-

10.1.1 the Seller at \_\_\_\_\_

E-mail :

12.1.2 the Purchaser at \_\_\_\_\_

E-mail :

10.2 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give such notice by e-mail.

10.3 Either party may by notice to the other change the physical address chosen as his domicilium, or may advise a telefax number / e-mail address or change the telefax number / e-mail address; provided that such change[s] shall only become effective on the sixth business day after the date of receipt, or deemed date of receipt, of such notice by the addressee.

10.4 Any notice to a party shall –

10.4.1 If sent by pre-paid registered post, be deemed to have been received on the sixth business day after posting unless the contrary is proved.

10.4.2 If delivered by hand, will be deemed to have been received on the day of delivery or on the next business day if the day of delivery is not a business day.

10.4.3 If sent by e-mail, will be deemed to have been received on the date of dispatch or on the next business day if the time of dispatch is not on a business day unless the contrary shall otherwise be proved.

10.4.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party to this agreement will be an adequate written notice or communication to him notwithstanding that it was not sent to or delivered at the chosen domicilium citandi et executandi or transmitted to such party's e-mail address as stipulated herein.

## 11. RIGHT OF TERMINATION

The Purchaser is entitled to terminate this agreement within a period of 5(Five) days after signature by him by delivering a written notice to that effect to the Seller or his agent within that period. The period of 5 (five) days shall be calculated with exclusion of the day on which the Purchaser signed the agreement and of any Saturday, Sunday or Public holiday. (This condition applies to purchase prices in the amount of not more than R250 000,00)

12. **FIXTURES**

The property is sold with all fixtures, fittings and accessories, including those listed below:-

- (a) fixed light fittings and chandeliers,
- (b) built-in oven/hob/extractor fan,
- (c) TV aerial/s and digital satellite dish,
- (d) curtain rods, rings, rails and blinds,
- (e) fitted cupboards, shelves and mirrors, fitted burglar bars and security gates (~~delete inapplicable~~), and
- (f) .....

13. **COSTS OF ENFORCEMENT OF SELLER'S RIGHTS**

If for any reason whatsoever, the Seller instructs his attorneys to take action against the Purchaser in terms hereof, and notwithstanding that such action may not involve litigation or the issue of process from any court of law, then the Purchaser will be liable for, and the Seller be entitled to recover on demand, all legal fees incurred by the Seller including particularly wasted costs of transfer, collection costs and all costs on a party/party scale.

14. **EXPIRY**

The first signature to this agreement shall constitute an irrevocable offer, which may not be withdrawn prior to presentation to the Seller or the Purchaser, whichever the case may be, and which thereafter shall remain available for acceptance until 12h00 on the fifth day following signature by the first party signing, whereafter it shall lapse and be of no further force and effect.

THUS DONE AND SIGNED BY THE PARTIES HERETO ON THE DATES AND AT THE PLACES HEREINAFTER SET FORTH:

BY THE SELLER AT..... ON THE ..... DAY OF ..... 2022

AS WITNESSES:

1 \_\_\_\_\_

2 \_\_\_\_\_

NAME

\_\_\_\_\_

BY THE PURCHASER AT..... ON THE ..... DAY OF ..... 2022

AS WITNESSES:

1 \_\_\_\_\_

2 \_\_\_\_\_

NAME

\_\_\_\_\_

**THE FOLLOWING INFORMATION TO BE COMPLETED  
IN FULL BY ALL THE PARTIES:**

**SELLER:**

FULL NAMES: \_\_\_\_\_

IDENTITY NUMBER: \_\_\_\_\_

MARITAL STATUS: [a] Unmarried  
[b] Married OUT of community of property on \_\_\_\_\_  
[c] Married IN community of property  
[d] Married by customary rites  
to \_\_\_\_\_  
Identity number \_\_\_\_\_  
[full names and ID NO of spouse

PRESENT \_\_\_\_\_ ADDRESS: \_\_\_\_\_

FUTURE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_ [Business] \_\_\_\_\_ [Cell] \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

EXISTING BOND IFO: \_\_\_\_\_

[Bank] \_\_\_\_\_ [Branch]  
\_\_\_\_\_ [Account Number]

**PURCHASER:**

FULL NAMES: \_\_\_\_\_

IDENTITY NUMBER: \_\_\_\_\_

MARITAL STATUS: [a] Unmarried  
[b] Married OUT of community of property on \_\_\_\_\_  
[c] Married IN community of property  
[d] Married by customary rites  
to \_\_\_\_\_ |  
Identity number \_\_\_\_\_  
[full names and ID NO of spouse]

PRESENT ADDRESS: \_\_\_\_\_

FUTURE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_