

AGREEMENT OF SALE

Between

Identity Number:
Marital Status:

of:

(hereinafter referred to as "the SELLER")

and

Identity Number:
Marital Status:

of:

(hereinafter referred to as "the PURCHASER")

THE SELLER agrees to sell to the PURCHASER who agrees to purchase the following property (hereinafter called "the property") upon the following terms and conditions.

1. PROPERTY

ERF NO _____

more commonly known as _____

MEASURING: _____

Held by Deed of Transfer No _____

2. PURCHASE PRICE

The purchase price payable by the PURCHASER to the SELLER is R.....[.....] and shall be paid as follows:

2.1 R..... [.....] thereof in cash to the PURCHASER's Conveyancers within 7 (Seven) days of signature of this Agreement; which amount shall be invested by the PURCHASER's Conveyancers in an interest bearing account until transfer, the interest earned thereon to accrue to the PURCHASER.

2.2 The balance in cash against registration of transfer of the property into the name of the PURCHASER.

2.3 The PURCHASER shall furnish the PURCHASER's Conveyancers within 14 (Fourteen) days of request by the PURCHASER's Conveyancers with a guarantee by a bank or financial institution for payment of the balance of the purchase price against transfer of the property in the name of the PURCHASER. In the event of this agreement being subject to the

fulfillment of a suspensive condition(s) such guarantee shall be furnished within 14 (Fourteen) days of fulfillment of such condition(s).

3. COSTS

The PURCHASER shall pay all transfer costs incurred to enable registration of transfer of the property into his name including Transfer Duty, costs of this Deed of Sale, survey costs and costs of diagrams which amounts shall be paid upon request of the PURCHASER's Conveyancers.

4. TRANSFER

Transfer of the property shall be passed by the PURCHASER's Conveyancers and shall be given and taken on or as soon as possible thereafter.

5. POSSESSION & VACANT OCCUPATION

5.1 Possession of the Property subject to existing tenancies, if any, shall be given and taken on

(or, in the event of occupation being taken prior thereto, then on the date of occupation) from which date all benefits and obligations of ownership shall pass to the PURCHASER and the PURCHASER shall become entitled to the rents (if any) from the Property and from which date all risk in the property shall pass to the PURCHASER.

5.2 Vacant occupation of the property shall be given on

5.3 As from date of sale to date of possession, the SELLER shall keep the property in good repair.

6. **RATES AND CHARGES**

The PURCHASER shall be liable for the payment of any Local Authority Rates and other charges in respect of the property beyond the date of possession and shall refund to the SELLER any such monies which may have been paid in advance beyond such date. The SELLER agrees to insure the building/s for replacement value up to date of transfer, from which date it shall be the responsibility of the PURCHASER.

7. **OCCUPATIONAL RENTAL**

Should the date of occupation not coincide with the date of transfer, the occupant shall monthly in advance pay to the owner, occupational rental in the sum of R [.....] per month for the period of occupation.

8. **AGENT'S COMMISSION**

Agent's commission shall be paid by the SELLER against registration of transfer.

9. **BOND**

This Agreement of Sale is subject to the PURCHASER being granted a loan by a Bank or other like financial institution for the amount of R [] or such lesser amount as is acceptable to the PURCHASER which loan is to be secured by the registration of a mortgage bond(s) simultaneously with transfer in the name of the PURCHASER. Such loan shall be granted and written proof thereof given to the PURCHASER's Conveyancers within days of the date of this Agreement, failing which this Agreement shall lapse.

10. **BREACH**

Should either party breach any of his obligations under this Agreement and remain in breach thereof after the expiry of a period of 14 (Fourteen) 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 shall 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 and to enforce performance of the obligations of the defaulting party under this agreement;

OR

- (b)
- (i) to cancel this Agreement forthwith; and
 - (ii) claim damages from the defaulting party.

11. **BEETLE FREE CERTIFICATE**

The SELLER shall at his expense furnish the PURCHASER on or before the date of possession with a Certificate by a Government approved entomologist, that the property is free of infestation by *Hylotrupes Bajulus* / *Oxypleuris Nodieri*. Should timber be found to be infected such infected timber shall be removed and be replaced with pre-treated timber at the cost of the SELLER before the date of possession.

12. ELECTRICAL INSTALLATION CERTIFICATE

The SELLER shall, at his expense furnish the PURCHASER on or before date of possession with 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 said certificate.

13. NOMINATION

13.1 If the PURCHASER has signed this agreement to purchase reserving for himself the right to nominate a nominee as PURCHASER in his place and stead, then the parties agree that the PURCHASER shall nominate his nominee and the nominee shall accept such nomination [both in writing] by 24h00 on date of signature of this agreement. Should the PURCHASER and/or his nominee fail to timeously nominate or accept the nomination as the case may be, the right to nominate a nominee shall lapse.

13.2 In the event of the PURCHASER validly nominating a nominee as required by the provisions of 13.1 above the PURCHASER hereby binds himself to the SELLER as surety and co-principal debtor in solidum with the nominee under renunciation of the benefits of excussion and division, for the due fulfilment by the nominee of all of the PURCHASER's obligations arising from this agreement.

14. VOETSTOOTS

14.1 The property is sold, "voetstoots" as it now is, with any patent or latent defects to which it may be subject.

14.2 This agreement is subject to the PURCHASER confirming in writing within 7 (Seven) days of the date of signature, that he has satisfied himself concerning any burdens or servitudes and also concerning all advantages and disadvantages attaching to the property.

15. **ENTIRE AGREEMENT**

This Deed of Sale constitutes the entire Agreement between the parties and no other conditions, stipulations, warranties or representations 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.

16. **NOTICES AND DOMICILIA**

16.1 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:-

16.1.1 the SELLER at

FAX NO.

16.1.2 the PURCHASERS at

FAX NO.

16.2 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 telefax.

16.3 Either party may by notice to the other change the physical address chosen as its/his domicilium, or may advise a telefax number or change the telefax number; 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.

16.4 Any notice to a party shall –

16.4.1 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.

16.4.2 If delivered by hand, shall 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.

16.4.3 If sent by telefax, shall 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.

16.4.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party to this Agreement shall be an adequate written notice or communication to it/him notwithstanding that it was not sent to or delivered at the chosen domicilium citandi et executandi or transmitted to such party's telefax number as stipulated herein.

17. EXPIRY

The first signature to this agreement shall constitute an offer, which shall remain available for acceptance until 12h00 on , whereafter it shall lapse and be of no further force and effect.

18. SALE OF PURCHASER'S PROPERTY

This agreement is further subject to the PURCHASER successfully selling the property situated atby no later than or such extended period as the SELLER in his sole discretion may allow the PURCHASER at a purchase price of R..... or such lesser amount as the PURCHASER may accept. It is specifically recorded that this suspensive condition shall not be regarded as having been fulfilled until all suspensive conditions to which such sale is in turn subject are fulfilled. The PURCHASER undertakes to ensure that the transfer of will take place simultaneously with or prior to the transfer of the property sold in terms hereof.

19. RIGHT OF TERMINATION OF AGREEMENT OR REVOCATION OF OFFER

The PURCHASER shall be entitled to terminate this agreement or revoke the offer 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. (The aforementioned condition applies to purchase prices in the amount of not more than R250 000,00 (Two Hundred and Fifty Thousand Rand)

20. 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) pool cleaning equipment including automatic pool cleaner, pool pump filter,
- e) automatic garage door mechanism with remote controls,
- f) burglar alarm system,
- g) irrigation system,
- h) all fitted carpets,
- i) curtain rods, rings, rails and blinds,
- j) fitted cupboards, shelves and mirrors, fitted burglar bars and security gates
(**delete inapplicable**) and
- k)

All of the above shall be in good working order at the date of possession.

21. FOREIGNERS

The parties to this Agreement warrant that they are not illegal foreigners (as defined in the Immigration Act 13 of 2002) and hereby undertake to provide a copy of permit confirming the legitimacy of their presence in the Republic of South Africa on request by the PURCHASER's Conveyancers.

22. SPECIAL CONDITIONS

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 200...

AS WITNESSES:

1 _____

2 _____

BY THE PURCHASER AT..... ON THE DAY OF
200...

AS WITNESSES:

1 _____

2 _____

**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 _____
to _____ Identity number _____
[full names and ID NO of spouse]

PRESENT ADDRESS: _____

FUTURE ADDRESS: _____

TELEPHONE NUMBER: _____ [Business] _____ [Home] _____ [Cell]

FAX: _____

E-MAIL: _____

EXISTING BOND IFO: _____ [Bank]
_____ [Branch]
_____ [Account Number]

PROPERTY: DWELLING/VACANT LAND _____

PURCHASER:

FULL NAMES: _____

IDENTITY NUMBER: _____

MARITAL STATUS: [a] Unmarried
[b] Married OUT of community of property on _____
[c] Married IN community of property _____
to _____ Identity number _____
[full names and ID NO of spouse]

PRESENT ADDRESS: _____

FUTURE ADDRESS: _____

TELEPHONE NUMBER: _____ [Business] _____ [Home] _____ [Cell]

FAX: _____

E-MAIL: _____

CLIENT INVESTMENT MANDATE

I/We, the undersigned _____
(the client) of _____
do hereby authorise and empower **BUCHANAN BOYES ATTORNEYS** (firm's name) to
make the following investments as my/our agent and my/our behalf –

1. TYPE OF INVESTMENTS

With a bank (subject to the conditions as set out at the bottom of this mandate).

2. TYPE OF MANDATE GIVEN

Discretionary.

3. REPORTING

On maturity.

4. GENERAL

4.1 Interest payments and charges to be accounted for on maturity and/or
withdrawal of investment.

4.2 Other instructions

SIGNED AT..... ON THIS DAY OF 200...

Signature of Client