



**MILLER ATTORNEYS**

*Attorney Notary & Conveyancer*

## **SALE AGREEMENT**

Between:

---

(the "**SELLER**")

And

---

(the "**PURCHASER**")

SALE OF ERF NO:

---

(the "**PROPERTY**")



**MILLER ATTORNEYS**

*Attorney Notary & Conveyancer*

**THIS IS AN AGREEMENT BETWEEN:**

**NAME (NATURAL OR LEGAL PERSON)** :

**IDENTITY/REGISTRATION NO** :

**INCOME TAX NUMBER** :

**STREET ADDRESS** :

**POSTAL ADDRESS** :

**TELEPHONE NO:** \_\_\_\_\_ **TELEFAX NO:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **MARITAL STATUS:**

<b>IN-COMM</b>	<b>OUT-COMM</b>	<b>UNMARRIED</b>
----------------	-----------------	------------------

**SECOND PARTY NAMES** :

**IDENTITY/REGISTRATION NO** :

**INCOME TAX NUMBER** :

(the "PURCHASER")

AND

**NAME (NATURAL OR LEGAL PERSON)** :

**IDENTITY/REGISTRATION NO** :

**INCOME TAX NUMBER** :

**STREET ADDRESS** :

**POSTAL ADDRESS** :

**TELEPHONE NO:** \_\_\_\_\_ **TELEFAX NO:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **MARITAL STATUS:**

<b>IN-COMM</b>	<b>OUT-COMM</b>	<b>UNMARRIED</b>
----------------	-----------------	------------------

**SECOND PARTY NAMES** :

**IDENTITY/REGISTRATION NO.** :

**INCOME TAX NUMBER** :

(the "SELLER")

hereby offers to purchase the following property, together with all improvements and permanent fixtures thereto known as:-

STEET ADDRESS	
ERF	
IN THE TOWNSHIP OF	
REGISTRATION DIVISION	
OR UNIT NUMBER	
IN THE SCHEME KNOWN AS	
IN EXTENT	
HELD BY DEED OF TRANSFER T / ST	
AND (if applicable) EXCLUSIVE USE AREA	
HELD BY NOTARIAL DEED SK	

on the following conditions:-:

1

**PURCHASE PRICE**

The purchase price is the sum of R\_\_\_\_\_ ( ) inclusive/exclusive of VAT and payable as follows:

A deposit in the amount of R\_\_\_\_\_ on conclusion of this agreement to be paid in at the SELLER's conveyancers who will invest it in trust until the date of transfer and upon such transfer will be paid to the SELLER. The deposit will be held in an interest bearing trust account in terms of Section 78(2A) of the Attorneys Act, No. 53 of 1979 and the interest will accrue for the PURCHASER's benefit and be paid to the PURCHASER on transfer less any admin fee which may be deducted from the interest accrued. The PURCHASER shall not apply set-off between the said interest earned and any portion of the purchase price. Signature of this document by the PURCHASER constitutes the necessary authority to the SELLER's conveyancers to invest the amount of the deposit with an A1 Financial Institution, the terms of which may be provided to the PURCHASER within a reasonable period after the date of signature of this agreement by the PURCHASER.

The full outstanding balance of the purchase price on registration of transfer, for which amount the PURCHASER shall by not later than \_\_\_\_\_ furnish the SELLER's conveyancers with a banker approved guarantee, which guarantee will be expressed to be payable on registration of transfer of the property into the PURCHASER's name and will be made out in favour of the SELLER or such other party as the SELLER or its conveyancers may nominate in writing.



**SUSPENSIVE CONDITION FOR LOAN**

This offer is subject to the granting of a loan on terms acceptable to the SELLER by no later than \_\_\_\_\_ of R \_\_\_\_\_ by a registered bank or building society at such rates of interest or on such conditions as are stipulated by the bank or building society to which the application for the loan is made. The PURCHASER undertakes to cooperate and to obtain such loan and to apply for such loan within a period of 5 (five) working days from date of acceptance hereof. On the written approval of the bank by the financial institution or receipt of a bond instruction by the Attorney, whichever is the sooner this condition shall be deemed to have been fulfilled.

**DOMICILIUM**

The parties hereby choose the following addresses:-

**SELLER:**

POSTAL ADDRESS \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

FAX NUMBER \_\_\_\_\_

**PURCHASER:**

POSTAL ADDRESS \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

FAX NUMBER \_\_\_\_\_

The SELLER and the PURCHASER selects the physical address or fax number for service of all notices in connection with this Agreement of Sale.

**NATURE OF PROPERTY**

The PURCHASER acknowledges that the property has been inspected. The PURCHASER purchases the property as it now stands, without warranty or representation as to its condition, nature or extent and subject to such conditions and servitudes as are mentioned or referred to in the current Title Deed or as imposed by Law. The SELLER shall furthermore not be liable for any defects, patent or latent to the property or any damages which the PURCHASER may suffer as a result of such defects. The SELLER warrants that the property will be handed over to the PURCHASER in the same condition and state as first inspected by the PURCHASER.



**POSSESSION AND OCCUPATION**

- 5.1 Occupation of the property shall be given to the PURCHASER on date of registration of transfer or as otherwise agreed by the parties in writing. However, the risk of the property shall only pass to the PURCHASER on date of registration. From date of registration of the transfer the PURCHASER shall be responsible for the payment of all rates and taxes, municipal and other charges or levies of whatsoever nature in respect thereof and the PURCHASER undertakes to refund to the SELLER a pro-rata share of any such charges which the SELLER may have paid in advance of that date.
- 5.2 The PURCHASER / SELLER who enjoys occupation prior to registration of transfer shall pay an amount of R\_\_\_\_\_ per month calculated pro rata and payable in advance to the SELLER or its nominee. The respective parties will be responsible for payment and/or collection of occupational rental and agree to advise the Conveyancer immediately upon any changes in this regard.

**TRANSFER**

- 6.1 Transfer of the property hereby sold shall be given to the PURCHASER within a reasonable time after the full purchase price has been guaranteed, upon the PURCHASER fulfilling all her/his/its obligations hereunder to the SELLER and the PURCHASER paying all charges referred to in this contract.
- 6.2 Transfer of the property shall be effected by Messrs Miller, Attorneys ((T) 012 667 4648) of Pretoria. The costs of this Agreement shall be borne by the PURCHASER. The SELLER shall be liable for all levies and/or rates and taxes and electricity to date of registration. The PURCHASER shall pay all the costs connected with the registration of the property on demand thereof by Miller Attorneys.

**TRANSFER DUTY / VAT**

The SELLER acknowledges that he is not a registered VAT vendor for purposes of this transaction and the PURCHASER acknowledges that he is aware that Transfer Duty is payable before registration can take place and that penalty interest becomes payable to the Receiver of Revenue in the event of Transfer Duty not being paid within six months from date of this Agreement.

Alternatively:

The SELLER admits or acknowledges that he is a VAT vendor for purposes of this transaction. This property is not being sold as a going concern and the SELLER is liable to pay VAT to the Receiver of Revenue. The SELLER will be liable to pay VAT of R\_\_\_\_\_ to the Receiver of Revenue.

**IMPROVEMENTS PRIOR TO REGISTRATION**

The PURCHASER shall not be permitted to effect any improvements of any nature to the property prior to the registration thereof in her name without obtaining the written consent of the SELLER. Should the PURCHASER have effected certain improvements he shall at cancellation of this Agreement for whatever reason, be entitled to recover any reasonable compensation from the SELLER for such improvements.

**VARIATION OF THE AGREEMENT**

No variation, alteration, modification or suspension of any of the terms or conditions of this Agreement shall be of any force whatsoever unless same shall have been reduced to writing and signed by the PURCHASER and the SELLER.

**ERROR IN DESCRIPTION**

In the event of the Property being erroneously described, such mistake or error shall not be binding upon 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 agree to the rectification of this Agreement to conform to the intention of the parties.

**SIGNING OF DOCUMENTS**

The parties to this Agreement agree to sign all documents prepared by the Transferring Attorneys as soon as they are called upon to do so.

**BREACH**

12.1 Should any party hereto breach or fail to comply with any term or condition of this Agreement (regardless of whether or not such breach or failure is a material term and/or goes to the root of this Agreement), then any other party hereto aggrieved thereby, shall be entitled:-

- 12.1.1 to enforce specific performance of the provisions of this Agreement and damages or;
- 12.1.2 to cancel this Agreement and claim damages either as an alternative to a claim for specific performance or upon the abandonment of such a claim), provided such aggrieved party has first given such defaulting party written notice to rectify such breach or failure and such defaulting party has failed to comply therewith, within 10 (TEN) days after receipt of such notice. Thereafter, upon the continuing of the breach, written notice of any such cancellation shall be given to the defaulting party and such cancellation shall take effect on the date of the giving of such notice.
- 12.1.3 the breaching party shall be liable for all costs on the attorney/client scale.

The exercise by any party hereto of any right conferred under the provisions of the aforesaid Breach Clause, shall be without prejudice to any claims which have accrued to such party and shall be without prejudice to any further or other rights or remedies of such party, whether under this Agreement or otherwise in law and whether for damages or otherwise.

**NOTICE**

Notice to a party of this Agreement shall be given by way of written notice to be delivered at such party's domicilium address or by facsimile, in which notice the party is informed of the nature of her/her failure, demanding to remedy such breach within a period stated in such demand being a period not less than 3 (THREE) days unless by facsimile in which case receipt of notice shall be deemed to be the date of sending of such facsimile.

**PERSONAL LIABILITY OF SIGNATORY**

- 14.1 If the purchaser is to be a company or close corporation still to be incorporated or is concluded as a stipulatio alterii for a trust to be formed, the person signing this document on behalf of the company or close corporation to be incorporated or trust to be formed, hereby warrants in her personal capacity that the company, close corporation or trust will be properly incorporated or formed within 14 (fourteen) days and will take the necessary steps to make this agreement binding on it.
- 14.2 If the PURCHASER is a company, close corporation or trust which is still to be formed as contemplated in 14.1, then the person signing this document on behalf of the PURCHASER binds himself as surety for and co-principal debtor with the PURCHASER for the due and punctual performance by the PURCHASER of each and every obligation undertaken in terms of this agreement and furthermore warrants that he is properly authorised to bind the purchaser to this agreement. In the event that the purchaser fails to comply with provisions of 14.1 above within the period stipulated the purchaser shall be obliged to take ownership of the property in his/her/its personal capacity.

**ELECTRICAL CERTIFICATE**

The parties are aware of the Electrical Installation Regulations, 2009 which repealed the Installation Regulations, 1992, promulgated by Government Notice R. 2920 of 23 October 1992, as amended by Government Notice No. R. 962 of 20 May 1994, and came into effect on 1 May 2009.

These Regulations were promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council Occupational Health and Safety and the Minister of Finance, in the Schedule. The SELLER shall at his/her/its own cost obtain a valid certificate of compliance and deliver such certificate to the PURCHASER before occupation/on date of registration of transfer, whichever takes place first. Failure to deliver the certificate shall not be deemed as a reason to prevent registration on the part of either party and the responsible party shall ensure compliance irrespective of the date of registration of transfer.

**DELAY**

Should the registration of transfer be delayed due to any cause for which the PURCHASER is responsible then the PURCHASER shall pay to the SELLER interest for the period of such delay at the current rate charged by Nedbank Limited on the amount of the purchase price. This condition shall also be applicable to the SELLER in the case of a delay on her/his part. Neither the SELLER nor the PURCHASER will be penalised if their banking institutions have caused the delay.

**DISPUTES**

If a dispute arises during or after this transaction the parties agree to negotiate the matter at a round table conference at Miller Attorneys offices and should the parties not be able to resolve their dispute the parties shall be entitled to institute any proceeding against any party connected with this Agreement in any Court. All the costs and disbursements, including legal costs on the Attorneys and Client scale incurred by Miller Attorneys as result of such a dispute shall be payable by both parties in equal shares. However, if a Court of Law has made a specific cost order against either of the party the penalised party will have to refund the other party with the costs paid.

**COOLING OFF CLAUSE**

In the event of Section 29A on the Alienation of Land Act 68 of 1981 applying to this offer, then notwithstanding any other provision in this offer, the PURCHASER has the right to revoke this offer or terminate it by written notice to be delivered to the SELLER, or its agent within 5 (five) days after signature by the PURCHASER of this document. Such notice will have no effect unless it is signed by the PURCHASER or his agent acting on his written authority.

**AGENTS COMMISSION**

It is recorded that the PURCHASER was not introduced to the PROPERTY or the SELLER by any estate agent and no agent's commission will be payable by virtue of this transaction.

**GENERAL CLAUSE**

- 20.1 This agreement constitutes the entire agreement between the parties and the parties acknowledge that there have been no prior verbal warranties or representations and/or that any verbal warranty or representation not recorded in this agreement shall be of no force or effect.
- 20.2 If this agreement is signed by more than one person as PURCHASERS, the obligations of all of the signatories shall be joint and several.
- 20.3 In this agreement unless inconsistent with or otherwise indicated by the context:-
  - 20.3.1 words importing the singular shall include the plural and vice versa; and
  - 20.3.2 words importing one gender shall include the other;

**ACCEPTANCE**

The parties agree that acceptance of this offer shall constitute a valid Agreement of Sale and no further agreement shall be necessary to give effect to the intention of the parties hereto

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2010

**AS WITNESSES:**

1. \_\_\_\_\_ PURCHASER

2. \_\_\_\_\_



Name of Purchaser/Representative	
Marital Status	
Identity Number / s	
Tel/Mobile Number	
E-mail Address	
Income Tax Number / s	
Bank details for refund payments	

ACCEPTED and SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of.....2010

**AS WITNESSES:**

1. \_\_\_\_\_

SELLER

2. \_\_\_\_\_

Name of Seller/Representative	
Marital Status	
Identity Number/s	
Tel / Mobile Number	
E-mail Address	
Income Tax Number / s	
Bank details for paymens of occ rent / proceeds	
Existing Bond Account Details	Bank:
	Branch: Code
	Account nr