



KELDERHOF PROPERTIES

**AGREEMENT OF PURCHASE AND SALE OF IMMOVABLE PROPERTY**

**1. PARTIES**

1.1 \_\_\_\_\_ "(The Seller/s")

of \_\_\_\_\_

1.2 \_\_\_\_\_ "(The Purchaser/s")

of \_\_\_\_\_

**2. INTERPRETATION**

In this agreement, unless otherwise indicated in the contract, the following expressions shall have the meanings assigned to them hereunder:

**2.1 THE PROPERTY**

Erf / Unit No: \_\_\_\_\_

Measuring approximately: \_\_\_\_\_

in the township/Scheme of \_\_\_\_\_

Street address / Door number: \_\_\_\_\_

Exclusive Use Area: \_\_\_\_\_

together with all buildings, erections and improvements of a permanent nature thereon, subject to all the existing conditions of title and servitude as will appear more fully in the existing Title Deeds of the property.

**2.2 THE ESTATE AGENT (THE AGENT)**

The Firm : \_\_\_\_\_

the Agent being: \_\_\_\_\_

**2.3 THE CONVEYANCER**

The transferring attorney appointed by the Seller, being

\_\_\_\_\_

## 2.4 THE INSTITUTION

Any one of the financial institutions, registered in terms of the Banks Act 94 of 1994, or the Mutual Banks Act 124 of 1993.

## 3. SALE AND PURCHASE

The Seller hereby sells to the Purchaser, who hereby purchases the Property having been duly introduced to one another, and the Purchaser to the property, by the Agent, (whom the Purchaser and Seller hereby confirm to be the effective cause of the sale) upon the following terms and conditions:

## 4. PURCHASE PRICE

The \_\_\_\_\_ purchase \_\_\_\_\_ price \_\_\_\_\_ is \_\_\_\_\_ R  
( \_\_\_\_\_ ) and is payable as follows:

4.1 a deposit of R \_\_\_\_\_ ( \_\_\_\_\_ Rands) to be paid by the Purchaser to the Conveyancer within 7 (seven) days of signature of acceptance by the Seller, who shall hold it in Trust, for release to the Seller or the Seller's order upon registration of transfer or upon cancellation in terms of clause 15 by reason of the Purchaser's default, to the Purchaser if the sale is cancelled or lapses (otherwise than by reason of the Purchaser's default) in terms of the provisions hereof or to the conveyancer upon request, to be held in trust by the conveyancer on the Purchaser's behalf. The agent's commission will however, be the first charge against the deposit.

4.2 The balance shall be paid to the seller against registration of transfer of the property into the name of the purchaser which amount shall be secured by a bank guarantee upon the terms and conditions usually imposed by the financial institution issuing such guarantee and in the format usually used by such institution which guarantee shall be delivered within \_\_\_\_\_ days after acceptance of this offer or fulfilment of the suspensive conditions referred to in clause 13 (whichever is the later) and payable free of exchange against registration of transfer of the property into the name of the purchaser.

## 5. ACKNOWLEDGEMENTS BY PURCHASER

5.1 The Purchaser acknowledges that he has acquainted himself with the nature, condition, beacons, extent and locality of the Property; and the Property is sold to the extent as it now lies, voetstoots, without any warranties whether express or implied and the Seller shall not be liable for any defects whether latent or otherwise in the Property nor for damages suffered by the Purchaser by reason of such defects; and subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Property or any town planning scheme applicable thereto.

5.2 The parties agree that the Purchaser will have no claim whatsoever against the Seller for any deficiency in the size of the property which may be revealed on any re-survey nor shall the Seller benefit from any possible excess. 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 title deed shall apply and the parties agree to rectification herein to reflect the true intentions of the parties.

### **TRANSFER**

Transfer of the property shall be affected by the Seller's conveyancers within a reasonable time after the fulfilment of the suspensive conditions of this agreement.

- 6.1 The Purchaser shall on demand pay all expenses of and incidental to the registration of transfer of the Property into the name of the Purchaser, including transfer and stamp duty on demand by the conveyancers.
- 6.2 The Seller and the Purchaser undertake immediately upon being requested to do so to sign all documents required to be signed in connection with the transfer, the cancellation of all bonds at present registered over the property and the registration of any bonds to be registered in terms of this Agreement.
- 6.3 The Seller and the Purchaser undertake immediately upon being requested to do so to provide the Seller's conveyancers and/or the financial institution/s granting and/or cancelling the bond with the necessary documentation to comply with the FICA (Financial Intelligence Centre Act) requirements or such other documentation as may be required to enable the Conveyancer to effect registration or transfer.

### **7. POSSESSION, RISK & OWNERSHIP**

Possession of the Property shall be given to the Purchaser on registration of transfer from which date all benefits and risks of ownership in respect of the Property shall pass to the Purchaser including the right to any rentals payable and the liability for any rates and taxes and other imposts levied thereupon. Any rentals received, or rates and taxes and other imposts paid out prior to the said date of possession for any period subsequent thereto shall be refunded proportionally.

### **8. OCCUPATION, TENANCY AND RENTAL**

- 8.1 The Seller and all other occupants of the Property shall be bound and obliged to vacate the property on or before the \_\_\_\_\_ at 12:00 from which date the Purchaser shall be entitled and obliged to occupy the Property.
- 8.2 If the Purchaser takes occupation before transfer he shall pay directly to the Seller R\_\_\_\_\_ (\_\_\_\_\_ Rands) as occupational interest monthly in advance from date of occupation to date of transfer. If transfer is registered before the Purchaser takes occupation the Seller shall pay directly to the Purchaser on the same basis from date of transfer to date of such occupation.
- 8.3 Should the seller vacate the property before the occupation date, he shall be obliged to continue to maintain the garden and swimming pool (if any) and all other buildings or erections on the property in good order and condition.

- 8.4 Should the Purchaser not take physical occupation of the property on the occupation date, he shall nevertheless be liable to maintain the garden and swimming pool (if any) and all other buildings or erections on the property in good order and condition until he does take physical occupation.
- 8.5 Furthermore, should the garden or swimming pool or any buildings or erections on the property be damaged or vandalised or burgled, the Purchaser shall from the occupation date be liable for all loss or damage arising therefrom notwithstanding the fact that risk in the property passes upon the registration of transfer.
- 8.6 If occupation is given to the Purchaser before the date of transfer :
- 8.6.1 the Purchaser shall not be entitled to make any alterations to the Property without the prior written consent of the Seller, which consent shall be at the Seller's sole and absolute discretion;
- 8.6.2 the Purchaser shall be obliged to vacate the Property upon cancellation of the sale for any reason whatsoever it being agreed that no tenancy whatsoever shall be created by any prior occupation. The Purchaser shall have no claim whatsoever against the Seller arising out of alterations and additions made by the Purchaser.
- \*8.7 The Purchaser is being notified and acknowledges that the Property is let to tenants and that the purchase is made subject to the tenant's rights.
- 8.8 The Seller warrants that the Purchaser will obtain actual occupation of the Property on the date provided herein.
- \* (Delete if not applicable)

9. **FIXTURES AND FITTINGS**

The Property is sold inclusive of all existing fixtures and fittings of a permanent nature which the Seller warrants are his exclusive property and fully paid for including but not limited to : all existing garden, trees, shrubs, plants, curtain rails, rods, pelmets, fitted carpets, the light fittings, stove and/or oven, tennis court net, anthracite/oil/gas heater, fire place grate/blower, fitted kitchen storage units, awnings, post box, burglar alarm system, doorbell/knocker the television aerial and accessories (if applicable), pool filter, pump and all cleaning equipment including automatic pool cleaner (whether fixed or movable, if applicable), swimming pool equipment.

10. **LATITUDE OF EXTENSION OF TIME, WARRANTIES VARIATIONS**

- 10.1 Any latitude or extension of time which may be allowed by the Seller to the Purchaser in respect of any payment provided for herein, or any matter or thing which the Purchaser is bound to perform or observe in terms hereof shall not in any circumstances be deemed to be a waiver of the Seller's rights at any time, to require strict and punctual compliance with each and every provision or term hereof.

- 10.2 This document shall constitute the entire contract between the Seller and the Purchaser. The Seller shall not be bound by any other terms or conditions, promises or statements, warranties or representations, express or implied made by the Seller or the agent or any of its employees, or any other person purporting to act for and on behalf of the Seller. No variation shall be of any force or effect unless reduced to writing and signed by the parties hereto.

11. **DOMICILIUM AND JURISDICTION**

- 11.1 The parties hereby select the addresses set out by them in the preamble hereto as their respective addresses to which all notices or other documents may be sent in relation to this Agreement, it being agreed that all notices despatched in the Republic of South Africa by prepaid registered post to the address selected shall be deemed to have been received 7 (seven) days from the date of posting thereof. Either party may from time to time change its address by delivery of written notice to the other party to that effect.
- 11.2 For the purpose of all or any proceedings resulting here from, the parties consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended, notwithstanding that such proceedings are beyond this jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon said Court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended.

12. **AGENT'S COMMISSION**

The Seller shall pay the Agent's commission at the rate of \_\_\_\_\_ per centum plus Value Added Tax on the commission.

- 12.1 The said commission shall be deemed to have been earned upon the signature of this document by the Purchaser and Seller and be payable upon registration of transfer or upon cancellation by reason of the Seller's or Purchaser's default. In the event of the sale being cancelled or transfer not being implemented then the defaulting party shall be liable to the Agent for the payment of the Commission. In the event of the agreement being cancelled by mutual agreement, the Seller and Purchaser shall be jointly and severally liable to pay the commission to the agent.
- 12.2 The Seller hereby irrevocably and in rem suam authorises and instructs the conveyancers to make payment of the commission to the Agent from the proceeds of any deposit, or if the deposit is insufficient to satisfy the commission then to make payment of the balance due from the proceeds of the sale on registration of transfer. The parties hereby irrevocably instruct the conveyancers to withhold registration of transfer in the event of the proceeds of the sale being insufficient to pay the full amount of the commission due to the agent until such time as the deficit has been made up. The seller and purchaser further irrevocably agree that in the event of the conveyancer not being willing to give an undertaking to the agent that the commission will be paid to the agent on registration of transfer of the property (which undertaking shall not be subject to any terms and conditions other than the transfer of the property and shall be delivered to the agent within 7 days of receipt of instructions by

such conveyancer to attend to the transfer of the property to the purchaser) they shall take away the instruction from such conveyancer to attend to the transfer of the property and refer the instruction to attend to the transfer of the property to a conveyancer nominated by the agent who is prepared to give such undertaking.

12.3 The provisions of this clause as well as certain other provisions herein are intended by the Seller and the Purchaser to be a contract for the benefit of the Agent (stipulatio alteri) which may be enforced by the Agent, it being recorded and agreed that the Agent has accepted the benefits hereof by the Agent's signature at the foot hereof.

12.4 The Purchaser and Seller hereby warrant that the Agent is the sole and effective cause of the sale and it is hereby recorded that :-

\*12.4.1 the Purchaser warrants to the Seller that he was not introduced to the Property or the Seller by any other person other than the Estate Agent; or

\*12.4.2 the Purchaser was previously introduced to the Property and/or the Seller by another estate agent. However, the Seller hereby records that he is aware of the fact that signature of this Agreement may expose him to payment of commission to more than on estate agent, and that he nevertheless accepts the Estate Agent's involvement in this agreement.

\* (Delete as applicable)

### 13. **SUSPENSIVE CONDITIONS**

#### 13.1 **Approval of bond**

This Agreement is subject to the Purchaser obtaining approval by not later than \_\_\_\_\_ for the granting of a loan by a registered South African Bank of \_\_\_\_\_ not \_\_\_\_\_ less \_\_\_\_\_ than R\_\_\_\_\_ ( \_\_\_\_\_ Rand) upon the security of a mortgage bond to be registered over the Property at such rates of interest and on such conditions as are stipulated by the institution/s to which application/s for the loan is/are made provided that if the loan is granted subject to the Purchaser selling any immovable property or cancelling any existing mortgage bond or repaying any loan secured by a mortgage bond, the suspensive condition will not be fulfilled. This suspensive condition shall be deemed to have been fulfilled:

13.1.1 on the date that the Purchaser obtains a quotation and/or pre-agreement statement from any registered financial institution in terms of which such financial institution offers a loan to the Purchaser in an amount of not less than the amount referred to above and even if such loan is approved subject to the Purchaser's spouse (or any of the directors and/or shareholders and/or members and/or trustees of the Purchaser, as the case may be) interposing himself as surety for and co-principal debtor in solidum (jointly) with the Purchaser for the fulfilment of all the Purchaser's obligations under the loan; and/or

- 13.1.2 even if such loan is offered as a conditional approval from a Bank or registered financial institution to which the Purchaser applied to for a loan in the form of a grant quotation, an offer issued in respect of a mortgage loan, a conditional offer preceding a quotation or otherwise. It is recorded that some financial institutions issue offers which are not official quotations in terms of the provisions of the National Credit Act 34 of 2005 as amended and/or replaced from time to time (the "NCA") in order to indicate to a purchaser that they would be willing to provide an official quotation in terms of the NCA to such purchaser and in respect of such specific property. In light of the same it is specifically agreed that this suspensive condition will be deemed to be fulfilled in the event that a registered South African bank or financial institution registers a document which reflects the name of the Purchaser, the Property, a mortgage loan amount which is equal to or greater than the amount set out above and the rate of interest and such other information which would usually reflect on a quotation issued under provisions of the NCA.

This suspensive condition shall further be deemed to be fulfilled upon the Purchaser accepting a quotation and/or pre-agreement statement from any registered financial institution for the granting of a loan for a lesser amount than the amount stipulated above, in which event the Purchaser shall deliver to the Conveyancer a guarantee for the difference between the amount stipulated above on the one hand and the amount of the loan accepted on the other hand, within 7 (seven) days of the loan being accepted by the Purchaser. The Agent may in his discretion and without notice to any of the Parties extend the period in which the Purchaser has for obtaining approval for the granting of the loan referred to above by a period of 15 (fifteen) days. The Purchaser warrants that he/she/it is solvent and no existing judgements are recorded against his/her/its name, and that no factors exist which might prevent the granting of the loan.

### 13.2 Failure on the part of

- (a) the Purchaser to sign any application for a bond or any other document/s necessary to procure granting or registration of such bond, and to furnish relevant information or to pay the costs of or incidental to registration of any bond; or
- (b) any person nominated to sign a Deed or Deeds of Suretyship as contemplated above to sign such Deed of Deeds of suretyship or to furnish relevant information upon demand by the Seller, the Agent or any prospective Bondholder

shall constitute a breach hereof by the Purchaser within the meaning of Clause 15 hereof or alternatively shall, at the option of the Seller, entitle the Seller to regard clause 13 hereof as having been duly fulfilled.

### 13.3 **Sale of Purchaser's property, already sold or still to be sold**

The purchaser is the registered owner of a certain property being \_\_\_\_\_ (hereinafter referred to as the second property) which property has been offered for sale. This offer is subject to the purchaser being able to sell the second property within \_\_\_\_\_ ( ) days of acceptance of this offer. Upon the sale of the second property, the purchaser shall give an irrevocable undertaking to pay the required amount to give effect to this contract immediately upon registration of the second property into the name of the purchaser of such property.

#### 13.4 **Continued Marketing Clause**

In the event of the seller receiving any other written offer which he in his sole discretion find to be more acceptable before the fulfilment of the suspensive conditions herein and which is not subject to the sale of another property from a bona fide third party, before the sale of the second property, the seller shall by written notice advise the purchaser of such offer and the purchaser shall within 48 hours of receipt of such notice waive the suspensive conditions in this clause failing which the seller shall be entitled to accept the offer from the new purchaser in which event this offer shall fall away and be of no further force or effect.

#### 14. **WAIVER OF CONDITIONS AND LAPSE OF AGREEMENT**

The Purchaser may, at any time prior to the fulfilment of any suspensive condition contained in this agreement advise the Seller in writing that he waives the benefit of such condition, in which event this Agreement will no longer be subject to such condition.

#### 15. **BREACH**

In the event of either party failing to pay any of the amounts referred to in this agreement on due date or breaching any of the terms and conditions hereof and persisting in such failure or breach for a period of 7 (seven) days after dispatch of written notice from the aggrieved party calling upon the defaulting party to make such payment or remedy such breach, the aggrieved party shall be entitled at his/her sole discretion and without prejudice to any of his/her other rights in law, either to:-

- 15.1 claim specific performance of the terms of this Agreement; or
- 15.2 cancel this Agreement forthwith and without further notice claim and recover damages from the defaulting party; or
- 15.3 cancel this Agreement and retain all amounts paid as rowwkoop.

#### 16. **CAPACITY OF PARTIES**

- 16.1 Should the purchaser sign this agreement as trustee or agent for a company or other juristic person to be formed, the signatory shall be deemed to be personally liable in terms of this agreement should the company, close corporation, or trust or juristic person not be incorporated or formed or not ratify and adopt this agreement within 30 (thirty) days of the date of signature hereof. Upon formation or incorporation or ratification as aforesaid, the purchaser by his signature hereto binds himself as surety for and co-principal debtor jointly with the company, trust, close corporation or juristic person for the due and punctual performance by the company, close corporation or trust or juristic person of its obligations arising out of this agreement.



- 16.2 If any of the parties to this agreement is a company or close corporation or trust or other juristic person or entity, the person who signs the agreement in the name of such company or close corporation warrants that the company or close corporation or trust or other juristic person or entity is registered in terms of the applicable legislation and binds himself as surety and co-principal debtor with such company or close corporation or trust or other juristic person or entity in favour of the Seller for all the obligations of such company or close corporation or trust or juristic person or other entity in terms of this agreement of sale. Such person shall be personally liable as Purchaser or Seller (as the case may be) in terms of this agreement if such company or close corporation or trust or juristic person or other entity legally does not exist, or for whatever reason is not bound to this agreement or fails to comply with the provisions hereof.
- 16.3 In the event of there being more than one purchaser any obligations of the Purchasers shall be joint and several.
- 16.4 In the event of there being more than one seller any obligations of the Sellers shall be joint and several.
17. **BEETLE, ELECTRICAL, PLUMBING (CITY OF CAPE TOWN ONLY), GAS AND ELECTRICAL FENCE CERTIFICATES OF COMPLIANCE**
- 17.1 The Seller shall obtain at his cost the required Certificate of Compliance as mentioned in Regulation 9, issued by a qualified electrician, promulgated in terms of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and deliver the said Certificate of Compliance to the Purchaser. If the electrical installation on the premises is faulty, the Seller shall at his cost repair the electrical installation in order to deliver the required Certificate of Compliance to the Purchaser on or before the date of occupation referred to in clause 8 above, or the date of registration of transfer of the Property into the Purchaser's name, whichever date is the earlier. The Seller undertakes not to make any alterations to the electrical installation of the Property after the issue of the certificate.
- 17.2 The Parties agree that; prior to the transfer of the Property into the name of the Purchaser, the Seller shall, at his expense, have all the accessible timbers of the Property inspected by a qualified wood borer inspector who is a member of the South African Pest Control Association for the infestation of wood destroying insects, termites and fungi and a written report with recommendations shall be given to the Seller. Where infestation is found, the recommendations made shall be carried out in full which may include the treatment and/or replacement of any timbers found to be infested in accordance with the recommendations specified by the inspector. In the event that that there is no apparent infestation on first inspection, or that any infestation which had been reported has been dealt with as set out above, the Seller shall have fairly discharged all responsibility in the matter and the Purchaser shall have no further claim against the Seller.
- \*17.3 In terms of the City of Cape Town Water By-Law 2010 the Seller agrees at his cost to provide the Conveyancing Attorneys prior to lodgment of transfer in the Deeds Office with a Certificate in terms of Section 14(1) of such By-Law in the format set

out in Schedule 4 to such By-Law.

\*17.4 The Seller shall ensure that all the equipment and gas installations in the property comply with Regulation R734 issued in terms of the Occupational Health and Safety Act 1993 and shall within 15 (fifteen) days after acceptance of this offer, in terms of Regulation 6(2)(e) provide the Purchaser with a valid Certificate of Conformity issued by an authorised person in respect of the gas system

\*17.5 The Seller shall obtain at his cost the required Electric Fence System Certificate as mentioned in Regulation 12 of the Electrical Machinery Regulations, 2011 promulgated in terms of the Occupational Health and Safety Act 1983 (Act No 6 of 1983) in respect of the electric fence system and deliver the said Electric Fence System Certificate to the Purchaser within 15 days of acceptance of this offer by the Seller. If the electric fence system on the premises is faulty, the Seller shall at his cost repair the electrical fence system in order to deliver the required Electric Fence System Certificate to the Purchaser. The Seller undertakes not to make any alterations to the Electric Fence System after the issue of the certificate. If the certificate has not been delivered within the period referred to above, the Purchaser shall be entitled but not obliged to obtain an Electric Fence System Certificate in respect of such system at his own costs and the conveyancer is hereby irrevocably instructed to pay to the Purchaser from the proceeds of the sale, on the date of registration of transfer of the Property into the name of the Purchaser, the costs incurred by the Purchaser of obtaining such Electric Fence System Certificate (including the costs of effecting any rectifications or repairs to enable the relevant party to issue such certificate)."

\* (Delete if not applicable)

#### 18. **APPROVAL OF ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

The seller warrants that all alterations, additions and improvements to the property have been approved by the Local Authority and that all plans which are required have been submitted to and approved by such Local Authority.

#### 19. **SIGNATURE**

19.1 It is recorded that by signature of this document by the Purchaser constitutes an offer to purchase the Property on the terms and conditions as stipulated herein, and once accepted by the Seller, who is hereby irrevocably granted until midnight on the \_\_\_ day of \_\_\_\_\_ to accept or reject the offer hereby presented, this document shall constitute a binding, legal agreement of sale. The validity of the Agreement of Sale will in no way be dependent on the acceptance of the Seller being communicated to the Purchaser.

19.2 The Purchaser undertakes not to withdraw his offer during the period as per 19.1 above, and acknowledges that the Agent, by taking receipt of this offer for submission to the Seller, accept the benefits of this irrevocably.

19.3 The irrevocability of this offer shall apply to a counter offer, or a partial rejection which may result at the instance of either of the parties to one another, and shall remain open for final acceptance, as amended, until the lapse of the specified period.

20. **VAT**

\*20.1 The Seller hereby warrants that he is not / neither required to register as a vendor within the meaning of the VAT Act and that consequently no VAT is payable pursuant to this sale; or

\*20.2 The Seller declares that he is a vendor within the mean of the VAT Act and the sale consequently attracts the payment of VAT. It is accordingly agreed that:-

20.2.1 The Purchase price described in clause 1 hereof shall be deemed to include VAT;

20.2.2. The Seller irrevocably instructs the conveyancing attorneys to establish such certificates, guarantees, payments or undertakings payable out of the proceeds of the sale upon registration of transfer as the Receiver of Revenue may require;

20.2.3 The Seller / Agent shall furnish tax invoices to the Purchaser or the Seller as the case may be within 21 days of the liability for VAT payment arising should such tax invoices be requested by the Purchaser or the Seller respectively as the context may require.

\* (Delete as applicable)

21. **ACKNOWLEDGMENT**

The Purchaser and Seller acknowledge that the agents have explained the meaning and implication of all the material provisions of this agreement to him / her and that he/she fully understands his / her obligations in terms hereof.

22. **COOLING OFF**

If the purchase price is less than R250 000,00 the parties attention is drawn to the fact that Section 29A of the Alienation of Land Act 68 of 1981 applies to this agreement, if the Purchaser is a natural person. Under such circumstances, notwithstanding any other clause in this contract, the purchaser has the right to revoke this offer or terminate this agreement by written notice to be delivered to the Seller, or his or her agent, on or before midnight on \_\_\_\_\_. The Purchaser's attention is drawn to the fact that such notice will be of no force or effect unless it is:-

- i) signed by the Purchaser or his or her agent acting on his/her authority; and
- ii) refers to this offer or agreement as the offer or agreement that is being revoked or terminated as the case may be; and
- iii) is unconditional"

23. The parties hereto agree that subject to the relevant by-laws, or Rules of the Scheme in the case of a Sectional Title unit, the agent may erect a "Sold" board on or adjacent to the property for three months from date of fulfilment of the suspensive conditions.

24. **LEVIES**

It is agreed between the Parties that:-

- 24.1 The Seller shall not be liable for the levies to the Body Corporate as from the date of registration of transfer into the Purchaser's name. Accordingly, the Purchaser shall be liable and shall pay levies due to the Body Corporate from the date of registration of transfer. If before registration of transfer of the Property, the Body Corporate imposes a "special contribution" (as defined in section 3(4) read with section 3(1) of the Sectional Title Schemes Management Act 8 of 2011) the Purchaser shall be liable for the pro rata payment of such special contributions calculated from the date of transfer of the Property into the name of the Purchaser.
- 24.2 The Property is sold subject to all the provisions of the Sectional Titles Act and subject to the provisions of the rules of the body corporate lodged with the Registrar of Deeds in terms of section 27 of the Sectional Titles Act. The Purchaser hereby undertakes to abide by all such rules and provisions of the Sectional Titles Act and not to do anything which may cause the Seller to be in breach of its obligations to the body corporate from the occupation date.
- 24.3 The Seller warrants that he/she has not received any official notification nor is he/she aware of any special or unusual levy that the Body Corporate intends to be collected from owners in the Scheme.
- \*24.4 The developer/Body Corporate has / a Real right to extend the Scheme in terms of section 25 of the Sectional Titles Act no. 95 of 1986.
- \* (Delete as applicable)

25. **MATRIMONIAL PROPERTY ACT 88 OF 1984**

The parties warrant that all written consents required by the Matrimonial Property Act 88 of 1984 in respect of this agreement or any matter arising from or in terms hereof have or will be given.

26. **SOUTH AFRICAN REVENUE SERVICES**

As a result of the South African Revenue Services (SARS) doing risk analysis on both the transferor and the transferee on all property transactions both the Seller and the Purchaser warrant to each other and the agent that all tax issues (whether personal or otherwise) including but not limited to tax returns and tax payments are current and up to date. The defaulting party will be liable for all costs incurred and damages suffered by the aggrieved party as a result of a breach of this warranty. The aggrieved party shall also be entitled to place the defaulting party on terms and thereafter cancel the agreement if this warranty is breached. These remedies are in addition to all rights which the parties have in terms of this agreement or in Law.

27. **ADVERTISING**

The Purchaser acknowledges that all artistic, architectural, photographic and in any way visual presentation material including but not limited to models, brochures and pamphlets, used by the Seller or its agents in the marketing and selling of the property hereby purchased and sold, have been prepared and distributed as advertised material only; and that the Seller shall in no way be bound and the Purchaser shall have no claim in respect of any information stated therein or impression conveyed thereby, and that no representation is thereby made by the Seller or the agent, and that the parties shall be bound by the terms and conditions contained in this agreement only.

28. **SEVERABILITY**

If any provision of this agreement is found or held to be invalid or unenforceable, it shall be deemed severable from the rest of the agreement and the validity and enforceability of all the other provisions of this agreement will not be affected thereby.

29. **RESIDENCE**

\*29.1 The Seller hereby warrants that he/she is a resident of the Republic of South Africa;  
or

\*29.2 The Seller is a non-resident of the Republic of South Africa. The Seller accordingly hereby irrevocably authorizes and instructs the conveyancers to deduct the applicable withholding tax from the purchase price on behalf of the Purchaser if the purchase price is R2 000 000.00 or more and to pay the same to the Receiver of Revenue within 14 (fourteen) days after date of registration of transfer of the property into the name of the Purchaser.

\* (Delete as applicable)

30. **MUNICIPAL CLEARANCE CERTIFICATE**

The seller shall obtain the necessary clearance certificate from the relevant Local Authority in terms of Section 118(3) of the Municipal Systems Act 32 of 2000 (as amended).

31. **NEMBA**

The parties agree that the Seller has complied with his/her obligations in terms of Section 29(3) of the Regulations of the National Environmental Management: Biodiversity Act 2004 (Act No 10 of 2004) and particularly with regards to the disclosures contained therein regarding the Alien and Invasive Species Lists 2014 published on the website of the Department of Environmental Affairs [www.environment.gov.za](http://www.environment.gov.za).

32. **OTHER TERMS**

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THUS DONE AND SIGNED BY THE PURCHASER AT \_\_\_\_\_  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

AS WITNESSES :-

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

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

ACCEPTED BY THE SELLER AT

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

AS WITNESSES :-

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

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

SIGNED BY THE AGENT AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF

AGENT

SELLER		PURCHASER	
NAME		NAME	
IDENTITY NUMBER		IDENTITY NUMBER	
SPOUSE		SPOUSE	
IDENTITY NUMBER		IDENTITY NUMBER	
TELEPHONE		TELEPHONE	
FAX		FAX	
CELLPHONE		CELLPHONE	
CURRENT BONDHOLDER		BOND APPLIED	