

# DEED OF SALE

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY  
AND BETWEEN:

\* \_\_\_\_\_

(hereinafter referred to as the SELLER)

and

\* \_\_\_\_\_

(hereinafter referred to as the PURCHASER)

1.

## SALE AND PURCHASE

The Seller hereby sells to the Purchaser who hereby accepts in purchase  
from the Seller the property described as:

\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.

## PURCHASE PRICE AND PAYMENT THEREOF

\*The purchase price is the sum of R\_\_\_\_\_.

The Purchaser shall pay the full purchase price to the Seller on  
date of registration of the property into the name of the Purchaser.

\* **Complete contract as indicated**

# The Purchaser shall/shall not apply for a loan to pay the purchase price herein.

2.1 Should the Purchaser apply or have applied for a loan to pay the purchase price herein, the Purchaser shall, within 14 (fourteen) days of signature hereof, obtain approval for a loan in respect of the purchase price and communicate same in writing to the Seller's Conveyancers.

2.2 The Purchaser shall furthermore within 30 (thirty) days of the loan approval referred to above having been granted, or within such extended time as agreed to between the parties, provide the Seller's Conveyancers with the necessary guarantees for payment of the purchase price herein to the satisfaction of the Seller.

3.

**OCCUPATION**

The Purchaser shall take occupation of the property on the date of registration of transfer of the property into the name of the Purchaser. An amount of ^ R\_\_\_\_\_ shall be payable as occupational interest monthly in advance by the Purchaser if registration of transfer of the property has not yet been effected into his name at the time of taking such occupation.

4.

**TRANSFER AND COSTS**

The Purchaser shall be liable for the costs of transfer and VAT (if applicable), the costs of the Agreement of Sale and all other costs incidental to the registration of the abovementioned property in his name. The Purchaser shall pay the aforementioned costs when requested by the Seller's conveyancers to do so. The Seller's conveyancers shall effect transfer of the property into the name of the Purchaser as soon as is reasonably possible on fulfillment of all conditions herein.

5.

**SERVICE ADDRESS**

The Purchaser nominates its address for service of all communications in terms of this contract as follows:

\*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Complete contract as indicated  
# Delete whichever does not apply  
^ Complete if applicable

The Seller nominates its address for all communications in terms of this contract as follows:

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to which addresses all notices and/or legal proceedings shall be forwarded or served for all purposes of this agreement.

6.

### **VOETSTOOTS**

The building and all improvements on the property hereby sold are sold as they stand "voetstoots". The Seller will not be liable for any defect be it patent or latent that may be found hereafter. The Purchaser confirms that it has inspected the property and that it has satisfied itself as to the nature, condition and extent thereof and that no representations of any nature have been made by the Seller or the Seller's agent in this regard.

7.

### **RATES AND TAXES**

The Purchaser shall be liable for payment of all municipal taxes, fees and levies, as well as water and electricity, in respect of the property from the date of registration of transfer.

8.

### **JURISDICTION**

The parties hereby consent to the jurisdiction of the Magistrate's Court for any action that may arise from this agreement.

9.

### **BREACH**

In the event of either of the parties failing to comply with any term or condition of this agreement, the other party shall have the right either to cancel this agreement, by the mere execution of his discretion and without any further notice whatsoever, or alternatively to claim specific performance

\* **Complete contract as indicated**

and to require the other party to comply with his obligations in terms of this agreement, in either event however, without prejudice of his right to claim damages for breach of contract. Before exercising either of the aforementioned alternatives such party shall first give the defaulting party (7) SEVEN days written notice to remedy his default. Such notice shall be addressed and sent to the address mentioned in paragraph 5 of the agreement by prepaid registered post and for all purposes of this agreement shall irrefutably be deemed to have been received by such party within (3) THREE days after date of such posting.

10.

11..

### **ELECTRICAL CERTIFICATE**

- 13.1 The Seller hereby undertakes to furnish the Conveyancers, prior to occupation by the Purchaser, or transfer, whichever is the earlier, with a valid Certificate of Compliance in respect of the property, in terms of the Electrical Installation Regulations of 1992 under the Machinery and Occupational Health and Safety Act (Act No. 6 of 1983, as amended), issued by a qualified wireman.
- 13.2 All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the Seller.
- 13.3 The Seller warrants that, as at date of occupation or transfer, whichever is the earlier, there will have been no addition or alteration to the electrical installations existing on the property subsequent to the issue of such certificate.
- 13.4 Upon the Seller furnishing the Conveyancers with such certificate, the Purchaser shall have no claim whatsoever against the Seller in respect of electrical installations and no further liability in this regard shall rest upon the Seller.

14.

### **BEETLE CERTIFICATE**

The Seller shall arrange, at its own expense, for:

- 14.1 Inspection, by a duly qualified expert, of the accessible portions of the residential premises on the property, but specifically excluding any free-standing structures not constituting residential premises (any wendy house, garden sheds, carports, fences and similar

structures) for infestation by either hylotrupes bajulus or oxypleuris nodieri beetles and

14.2 Treatment and/or replacement of timbers so infested, in accordance with the recommendations contained in the expert's report, prior to occupation by the Purchaser, or transfer, whichever is earlier.

15.

**WHOLE AGREEMENT**

This is the entire agreement between the parties and no agreement at variance therewith or any terms attempting to amend, change or alter this agreement shall be of any force or effect unless reduced to writing and signed by all parties.

\*SIGNED AT \_\_\_\_\_ ON THIS \_\_\_ day of \_\_\_\_\_ 2010

AS WITNESSES:

\*1. \_\_\_\_\_ **Seller**

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

\*SIGNED AT \_\_\_\_\_ ON THIS \_\_\_ day of \_\_\_\_\_ 2010

AS WITNESSES:

\*1. \_\_\_\_\_ **Purchaser**

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

\* Complete contract as indicated