

DEED OF SALE

I/We, the **PURCHASER(S)**, (from here on called the Purchaser)

Individual/s

Purchaser 1

Purchaser 2
(If applicable)

Full name		
Identity number		
Date of birth		
Marital status		
Marital regime		
Date and place of marriage		
Full names of spouse		
Identity number of spouse		
Date of birth of spouse		
Income tax		
VAT number		
Work number		
Home number		
Cell number		
Email address		
Residential address		
Postal address		

OR

1.2.2 Juristic Person / Trust

Name	
Registration number	
Representative's name	
Representative's ID number	
Income tax	

VAT number	
Contact number	
Email address	
Physical address	
Postal address	

Hereby offer to purchase from the **SELLER(S)**, (from here on called the Seller)

**SELLESA HOMES (PTY) LTD
2018/451164/07**

1. The PROPERTY:

SECTION NUMBER: _____, in the scheme beter known as Garden Lane, Erf 5433, Parklands, together with the undivided share in the gournd and buildings as reflected on the Sectional Title Plan.

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, subject to all registered conditions and servitudes referred to in the existing Title Deed of the Property.

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.

In the event that the above property is situated in a scheme/development in respect of which a Home Owners Association, or Body Corporate, exists, the Purchaser hereby agrees to automatically becoming a member of such Home Owners Association, or Body Corporate, and the Purchaser confirms that he / she is familiar with the content of the consitution and rules of the Home Owners Association, or Body Corporate, whichever is applicable and, therefore, accepts that he / she shall be bound to the contents thereof.

2. PURCHASE PRICE

The purchase price is the sum of R1 699 000.00 (One Million Six Hundred and Ninety-Nine Thousand Rands) NO VAT applicable and payable as follows:

- 2.1 on registration of transfer;
- 2.2 The Purchaser shall pay a Deposit of R10 000.00 (Ten Thousand Rand) within 5 days upon Final Bond Approval to the Transferring Attorneys, such deposit to be held in trust, pending transfer, in an interest bearing account, the interest thereon accruing to the Purchaser;
- 2.3 The Balance of the Purchase Price shall be paid in cash to the Transferring Attorneys:
 - 2.3.1 against registration of transfer; or
 - 2.3.2 such earlier time as may be required by the Conveyancer;

- 2.4 Upon request by the Conveyancer or the Seller, the Purchaser shall, within 14 (fourteen) days, supply written guarantees by a Financial Institution in a form acceptable to the Conveyancer securing payment of the Purchase Price upon registration of transfer.

3. 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.

4. TRANSFER

Transfer shall be affected by the Seller's Conveyancers, namely: BSM Attorneys 021 981 7230, and will be effected by the Seller's Conveyancers within a reasonable time after the fulfilment of the suspensive conditions of this agreement. The Seller is responsible for the payment of all transfer costs, transfer duty, bond costs and all other miscellaneous costs. The Purchaser and Seller undertake to immediately sign all the necessary documentation when requested to do so by the Conveyancers. The Seller and Purchaser acknowledge the importance of the costs in order to affect transfer as soon as possible.

5. OCCUPATIONAL INTEREST

The Seller and all other occupants of the Property shall be bound and obliged to vacate the property on date of registration, from which date the Purchaser shall be entitled and obliged to occupy the Property.

In the event the Purchaser takes occupation before transfer he shall pay occupational interest to the Conveyancers in the amount of R12 000.00 (Twelve Thousand Rand) which amount is payable up front from date of occupation until date of transfer and thereafter on the first day of each subsequent month. Should the Seller stay on in the Property after date of registration, the same occupational interest will apply **vice versa**.

6. MORTGAGE BOND

This sale is subject to the Purchaser obtaining a mortgage bond of R_____ (_____ Rand) or such lesser amount as may be acceptable to the Purchaser, from a reputable financial institution within 30 (Thirty) days from date of acceptance of this Deed of Sale by all parties or within such extended time period as the Seller may in his/her discretion grant to the Purchaser. Final approval must be confirmed in writing to the Conveyancer by such Bank or Financial institution by no later than the date as aforesaid.

The Purchaser is obliged to apply for such loan through the services of bond originators as appointed by the Seller to do so, being Igrow Home Loans. The Seller reserves the right to not approve the financial institution to which the purchaser has applied in the event the Seller is of the view that his right to prompt and efficient transfer of the Unit may be prejudiced due to certain mortgage conditions the financial institution has imposed, which may, inter alia, include the appointment of attorneys other than Batchelor Smith Marais Attorneys to attend to the registration of the mortgage bond for which the Purchaser may have applied. Should the Seller allow the Purchaser to make use of his own bond originator, personal banker or do the bond application himself / herself, then an amount of R10 000 (Ten Thousand Rand) inclusive of VAT, will be payable over and above the original purchase price. The above-mentioned amount will be payable together with the balance of the purchase price to the Attorney.

7. BROKERAGE

IGrow Real Estate shall be deemed to have earned brokerage, subject to the fulfilment of any pre-conditions in the Offer to Purchase, the amount of which shall be dealt with by a mandate agreement entered into between the Seller and the agent.

8. ELECTRICAL CERTIFICATE

The Seller will, before date of transfer, deliver to the Purchaser a Certificate of Compliance issued by a qualified electrician in terms of the regulations promulgated under Act 85 of 1993. The Seller undertakes not to make any alterations to the electrical installation of the Property after the certificate has been issued. At the issuing of the Certificate of Compliance it is agreed that there will be no further responsibilities or claims between the parties.

9. PLUMBING CERTIFICATE

In terms of clause 14(1) of the City of Cape Town's Water By-law the Seller must, before transfer, submit a certificate from an accredited plumber certifying that:

- (a) the water installation conforms to the national Building Regulations of this By-law;
- (b) there are no defects which can cause water to run to waste;
- (c) the water meter registers; and
- (d) there is no discharge of storm water into the sewer system.

The Seller undertakes to submit the said Certificate to the City of Cape Town via fax or e-mail, and to furnish proof of such submission to the transferring attorneys. Insofar as the accredited plumber appointed by the Seller to provide such Certificate requires corrective work to be carried as a precondition to the issue thereof, the Seller will procure such work is carried out at his cost and expense

10. GUARANTEES

The parties acknowledge that the above document on acceptance constitutes the entire agreement between them and that no other conditions, determinations, guarantees, modifications or representations other than contained in this document has been made by any party or their representatives, and that it will have no legal force unless reduced to writing and signed by both parties.

The Purchaser confirms that, subject to the fulfilment of any pre-conditions contained herein, he will be financially capable to meet his obligations in terms of this agreement.

The Purchaser warrants that he/she does not currently, and until transfer of the Property to the Purchaser, will not be in default of any income or tax law obligations to the South African Revenue Service which will serve to delay the obtaining of a transfer duty receipt/exemption certificate from the South African Revenue Service, or serve to cause the financial institution granting mortgage finance to the Purchaser (if applicable) to withdraw the mortgage finance offered.

11. FIXTURES

The Property is sold with all fixtures and fittings of a permanent nature.

12. CAPACITY OF PARTIES

- a. Should the Purchaser sign this agreement as trustee or agent for a company, trust, close corporation or other juristic person to be formed, the signatory shall be deemed to be personally liable in terms of this agreement should the company, trust, close corporation 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 bonds himself as surety and co-principal debtor in solidum with the company, trust, close corporation or other juristic person for the due and punctual performance by the company, trust, close corporation or juristic person of its obligations arising out of this agreement.
- b. If any of the parties to this agreement is a company, trust, close corporation or other juristic person or entity, the person who signs the agreement in the name of the

company, trust, close corporation or other juristic person or entity is registered in terms of the applicable debtor with such company, trust, close corporation or other juristic person or entity in favour of the Seller for all the obligations of such company, trust, close corporation or other juristic person or 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, trust, close corporation or other juristic person or entity does not legally exist, or for whatever reason is not bound to this agreement, or fails to comply with the provisions hereof.

- c. In the event of there being more than one Purchaser, any obligations of the Purchaser shall be joint and several. In the event of there being more than one Seller, any obligations of the Seller shall be joint and several.

13. SPECIAL CONDITIONS

14. DOMICILIUM

The parties hereby choose the addresses herein as their respective domicilium citandi et executandi it being agreed that all notices despatched in the Republic of South Africa by prepaid registered post to the domicilium 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 domicilium by delivery of written notice to the other party to that effect.

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 rouwkoop.

16. VAT

The Seller hereby warrants that he is not required to register as a vendor within the meaning of the VAT Act and that consequently no VAT is payable pursuant to this sale.

17. 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

ADDENDUM A

1. With reference to clause 6 of the agreement, IGrow Real Estate will have the right to continue marketing the Property of the Seller until it is finally sold. If the Seller should in the meanwhile receive an acceptable unconditional offer from another Purchaser (the competing offer), the first/previous Purchaser will be given 72-hours to waive the pre-condition in clause 6. The 72-hour period will be suspended on Saturdays, Sundays and public holidays. Should the first/previous Purchaser not be able to successfully waive the pre-conditions which this offer subject to, this contract will lapse and shall be of no further force or effect immediately after the 72-hour period has expired.

2. The notice to the first/previous Purchaser will be given in writing, by fax or by hand, and written acceptance of such notice must be obtained. A copy of the new (competing) offer must accompany the notice, as well as acceptable proof that all the pre-conditions in the new (competing) offer have already been met. IGrow Real Estate is hereby authorised to act on behalf of both the Seller and the Purchaser for the purpose of any notices sent or received).

3. Should the Purchaser successfully waive the pre-conditions in clause 6 of this agreement, acceptable proof of such waiver must be given to the Seller on request.

Dated at _____ on _____ 2020

SELLER:

.....

PURCHASER:

.....

WITNESS:

ADDENDUM B**CONTROL LIST**

The following accessories/items are in- or excluded from the sale.

DESCRIPTION	INCLUDED	EXCLUDED
Full floor Description		
Curtains		
Curtain Rails	✓	
Vertical Blinds		
Micro Blinds		
Light fittings / Ceiling fans / Bulbs	✓	
Oven / Stove	✓	
Hob	✓	
Hob Extractor Fan	✓	
Kitchen / Bar Stools		
Towel Rails	✓	
Shower Rails		
Shower Rails / Doors	✓	
Fixed Shelves – Specify where		
Built-in Cupboards	✓	
Fixed Mirrors – Specify where		
Alarm System / Remote Control		
TV-antenna / M Net		
Swimming Pool Equipment		
Garden Furniture		
Flower & Pot Plants		
Workbench		
Washing Line / Round about Washing Line		
Garage Shelves		
Cycads & Permits		
Solar Heating		
Air Conditioning / Heaters		
Sprinkler System, WellPoint, Pump		
Electronic Gate / Remote		
Electronic Garage Doors / Remote	✓	
Intercom System / Type		
Wendy House		
Fire Place / Built-In Braai		
Anthracite Heater		
Geyser	✓	
Burglar Bars		
Safety Gates		
Other: Specify		

.....
DATE

.....
SELLER

.....
AGENT

.....
PURCHASER

ADDENDUM C

DETAILS OF PURCHASER/S

Full names & Surnames: _____

Identity Number: _____

Marital Status: _____

Income tax number: _____

&

Full names & Surnames: _____

Identity Number: _____

Marital Status: _____

Income tax number: _____

Current Address: _____

Future Address: _____

Contact number: _____

Email Address: _____