

## DEED OF SALE

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN:

NAME (NATURAL/JURISTIC PERSON): \_\_\_\_\_

And (SPOUSE / PARTNER): \_\_\_\_\_

I.D No. /REG No: \_\_\_\_\_

I.D No. / REG No: \_\_\_\_\_

MARITAL STATUS: \_\_\_\_\_

The Seller chooses his/her *domicilium citandi et executandi* as:

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(Hereinafter referred to as the "SELLER")

AND

NAME (NATURAL/JURISTIC PERSON): \_\_\_\_\_

And (SPOUSE / PARTNER): \_\_\_\_\_

I.D No/REG No: \_\_\_\_\_

I.D No/ REG No: \_\_\_\_\_

MARITAL STATUS: \_\_\_\_\_

The Purchaser chooses his/her *comicilium citandi et executandi* as:

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(Hereinafter referred to as the "PURCHASER")

The Seller hereby sells to the Purchaser the following fixed property subject to the terms and conditions as hereinafter set out, the property being

ERF No: \_\_\_\_\_

TOWNSHIP: \_\_\_\_\_

SURBUB / COMPLEX: \_\_\_\_\_

PROVINCE: \_\_\_\_\_

EXTENT: \_\_\_\_\_

(Hereinafter referred to as "PROPERTY")

### 1. PURCHASE PRICE

The purchase price is the sum of R\_\_\_\_\_ Excl of  
Transfer and/or Bond registration Costs.

The amount of R\_\_\_\_\_ (\_\_\_\_\_ RAND) is payable as a Deposit on date of signing of this agreement to the Conveyancer of the firm Moki Attorneys, (hereinafter referred to as the "Conveyancer") who will invest it in trust until. The date of transfer thereafter will be paid to the Seller, The said deposit will be held in an interest bearing account in terms of Section 78(2A) of the

Attorneys Act 53 of 1979; which interest shall accrue to the benefit of the Purchaser. The Purchaser shall not set-off any portion of the purchase price against the interest earned. Signature of this agreement by the Purchaser constitutes the necessary authority to the said Conveyancer to invest the amount of the deposit with an A1 Financial Institution. The balance of the purchase price is payable by the Purchaser on the date of registration of the property into the name of the Purchaser to which a suitable bank guarantee shall be given within \_\_\_\_ days from the date of this agreement to the said Conveyancer or such other party which the Seller or the said Conveyancer may nominate in writing.

## **2. POSSESSION DATE**

- 2.1 Possession of the property will be given to the Purchaser and the Purchaser shall be obliged to take possession thereof, on the date of the transfer into the name of the purchaser from which date the Purchaser shall be liable for all municipal rates and taxed and/or fees payable on the property, and from which date the property shall be the sole risk, profit or loss of the Purchaser or as agreed between the parties. Should the Seller have made any payment of such a nature thereof pro rata to the period of prepayment.
- 2.2 Registration of the property will take place as soon as possible after both parties have signed this agreement.

## **3. OCCUPATION AND OCCUPATIONAL RENT**

- (a) Occupation of the Property shall be given to and taken by the Purchaser on \_\_\_\_\_ ("the Occupation Date"), by which date the Seller and any other occupier shall have vacated the Property.
- (b) If the occupation date does not coincide with the date of registration of transfer, the Purchaser enjoying occupation of the Property pending registration in the name of the Purchaser/s, shall, in consideration of such occupation and for the period of such occupation, pay occupational rent of R\_\_\_\_\_ (\_\_\_\_\_) per month payable monthly in advance
- (c) If occupation of the property is given to the Purchaser prior to registration of the transfer, the Purchaser will not be entitled, unless he/she first obtains the written consent of the Seller to make any alterations or additions to the Property before the date of registration of transfer.
- (d) The Purchaser shall be obliged, in the event of the cancellation of this agreement, to forthwith vacate the Property and restore it to the Seller in the same condition as when the Purchaser took occupation, it being acknowledged that no tenancy shall be created by the Purchaser taking occupation prior to registration of transfer and the purchaser/s will have no claims whatsoever against the Seller arising out of any alterations or additions made to the Property by the Purchasers.

#### 4. VOETSTOOTS

The property is sold voetstoots and the Seller shall not be liable for any defects, patent, latent or otherwise in the property nor for any damage occasioned to or suffered by the Purchaser by reason of such defect. The Purchaser admits having inspected the property to his / her satisfaction and that no guarantees or warranties of any nature were made by the Seller or his/her agent regarding the condition or quality of the property or any of the improvements thereon or accessories thereof.

#### 5. NOTICES

All notices intended for the parties shall be sent to them by registered mail to their above addresses. Any such notice shall be deemed to have been duly delivered to them within 5 (FIVE) days from date of posting thereof by the other party, alternatively the same day, if delivered by hand to the Purchasers at his/her physical address.

#### 6. JURISDICTION

For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the magistrate's court for the district of Pretoria being a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business, or is employed within its area of jurisdiction. This Clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrate's Courts Act 32 of 1944 or any amendment thereof provided that the Seller shall have the right at his/her sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the Seller shall have the right at his/her sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

#### 7. BREACH

Should the Purchaser fail to make any payments provided for herein, or otherwise commit a breach of any of the conditions hereof, and remain in default for 7 (SEVEN) days after dispatch of a written notice by registered post, requiring him/her to make such payment or to remedy any other breach, the Seller shall be entitled to, and without prejudice to any other

rights, available at law:

- 7.1 claim immediate payment of the entire balance outstanding although not otherwise due by the Purchaser under this Deed of Sale; or
- 7.2 cancel this Deed of Sale and retain all amounts paid by the Purchaser as *roukoop* or A genuine pre-estimate of damage suffered by the Seller, and furthermore the Purchaser shall not be entitled to compensation from the Seller for any improvements of whatsoever nature he/she may have caused on the property whether with or without the Seller's consent;

- 7.3 Claim payment of the arrear installments due under this Deed of Sale, which will be regarded as a portion of the pre-estimated damage;
- 7.4 In the alternative to the above, the Seller shall be entitled to cancel this Deed of Sale and to recover any damage that he may have suffered as a result of the breach of the Purchaser, from the Purchaser;
- 7.5 In the event the Seller needs to institute legal action against the Purchaser the Purchaser will be liable for all costs on an attorney and client basis.

## **8. TRANSFER**

- 8.1 The transfer and (if applicable) bond registration attorneys will be **MOKI ATTORNEYS, 214 RENTBEL TOWER, BUREU LANE, CHURCH SQUARE, TEL: 012 323 1549, 086 681 4576, CELL NO. 082 344 4303, 078 514 7310**
- 8.2 Subject to paragraph 1 above, 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. This will include transfer duty, stamp duty and (if any) the costs of registering the bond.
- 8.3.1 The Seller and the Purchaser undertake to sign all documents required to be signed in connection with the transfer and / or any mortgage bonds to be registered simultaneously therewith, immediately upon being requested to do so.

## **9. ENTIRE CONTRACT**

The parties agree that this Deed of Sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto.

## **10. ADEQUATE DESCRIPTION**

It is agreed that the Property has been adequately and fully described in this agreement. In the event of the description of the Property herein contained differing from that set out in the registered title deed, the parties hereto undertake to make, sign and execute all such documents as shall be necessary to give effect to such correct description.

## **11. VARIATION AND WAIVER**

No alterations of, addition to or deletion of, nor any waiver of any of the terms hereof, whether facet or implied, oral or by conduct, shall be valid and / or binding upon the parties hereto or either of them, unless the same is reduced to writing and signed by both the parties hereto.



SELLER	SELLER'S SPOUSE
Surname: .....	Surname: .....
First Names: .....	First Names: .....
Identity Number: .....	Identity Number: .....
Date of Birth: .....	Date of Birth: .....
Place of Birth: .....	Place of Birth: .....
Tax no .....	Tax no .....
Marital Status:   Single	Divorced
Married in Community	Married out of
of Property	Community of property
Widower / Widow	Married outside the RSA
Date of Marriage: .....	Place of Marriage: .....
Current Street Address: .....	
Current Postal Address: .....	
Future Postal Address: .....	
Contact No.s:   (w) .....	Contact No.s:   (w) .....
(h) .....	(h) .....
(cell) .....	(cell) .....
(fax) .....	(fax) .....
E-mail address: .....	E-mail address: .....
Employer: .....	Employer: .....
Occupation: .....	Occupation: .....
<i>I certify that the above information is correct.</i>	<i>I certify that the above information is correct</i>
Signed: .....	Signed: .....

PURCHASER	PURCHASER'S SPOUSE
Surname: .....	Surname: .....
First Names: .....	First Names: .....
Identity Number .....	Identity Number .....
Date of Birth: .....	Date of Birth: .....
Place of Birth: .....	Place of Birth: .....
Tax no .....	Tax no .....
Marital Status:   Single	Divorced
Married in Community	Married out of
of Property	Community of Property
Widower/Widow	Married outside the RSA
Date of Marriage: .....	Place of Marriage: .....
Current Street Address: .....	
Current Postal Address: .....	
Future Postal Address: .....	
Contact No.s:   (w) .....	Contact No.s:   (w) .....
(h) .....	(h) .....
(cell) .....	(cell) .....
(fax) .....	(fax) .....
E-mail address: .....	E-mail address: .....
Name of Conveyancer: <b>Moki Attorneys.</b>	
<b>Tel no: (012) 807 7408 Fax No. 086 681 4576</b>	
Existing Bond Holder: .....	Branch: .....
Account no: .....	Outstanding amount R.....
Managing Agent: .....	Tel No: .....
Monthly Levy:       R.....	Special Levy:       R.....
<i>I certify that the above information is correct</i>	<i>I certify that the above information is correct.</i>
Signed .....	Signed .....

**COMMISSION AND CONVEYANCING COSTS**  
**AGREEMENT**

I/WE, the undersigned

\_\_\_\_\_ in my/our capacity as SELLER hereby gives specific instructions to the conveyancer, that the amount of:

R \_\_\_\_\_

\_\_\_\_\_ are included in the purchase price for payment of Conveyancing costs, of the property known as property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMISSION payable to:

\_\_\_\_\_

in the amount of:

R \_\_\_\_\_ ( \_\_\_\_\_ )  
\_\_\_\_\_ )

will be paid by Seller on date of registration.

The seller will realize a NETTO amount of:

R \_\_\_\_\_ ( \_\_\_\_\_ )

On the date of registration.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of

\_\_\_\_\_ 20

\_\_\_\_\_  
(SELLER)

\_\_\_\_\_  
(AGENT)