



# IGROW

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REAL ESTATE  
INTERNATIONAL

## AGREEMENT OF SALE

### **SELLERS**

Full Name: \_\_\_\_\_

Identity/Reg number: \_\_\_\_\_

Full Name: \_\_\_\_\_

Identity/Reg number: \_\_\_\_\_

AND

### **PURCHASERS**

Full Name: \_\_\_\_\_

Identity/Reg number: \_\_\_\_\_

and

Full Name: \_\_\_\_\_

Identity/Reg number: \_\_\_\_\_

**PROPERTY** \_\_\_\_\_

*Kindly ensure that each page of this agreement is initialed in wet by all parties and that all required signatures are executed in wet ink where indicated.*

*Any amendments to the Agreement of Sale must be initialed by all parties.*

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## SCHEDULE OF PARTICULARS

(hereinafter referred to as the  
"Schedule")

### AGREEMENT OF SALE

1. THE SELLER		
Full Name(s) / Legal Entity Name		
Identity/Passport/Registration Number		
Resident of South Africa	Yes	No
Full Name of Spouse (if applicable)		
Identity Number of Spouse (if applicable)		
Marital Status	Unmarried Divorced Married in community of Property Married out of community of Property Married, the marriage being governed by the laws of _____ (insert name of country if not South Africa) Other	
Physical Address		
Postal Address		
E-mail Address		
Telephone Number Work		
Cellphone Number		
Name of Representative if Seller is a juristic person		
Identity Number of representative if Seller is a juristic person		
SARS Income Tax Number		
VAT Registration Number (If Applicable)		







Name of Scheme						
Sectional Title Scheme No. SS						
Erf No.		Section No.				
Physical Address						
Exclusive Use Areas or Sole Utilization Areas (Choose whichever is applicable)		Registered Exclusive Use Areas ("EUA") Sole Utilization Areas (not separately registered)				
	Unit	Garage	Store Room	Covered Parking	Open Parking	Garden / Patio
Door / Identifying Number						
Section Number According to Sectional Plan (if differ from Door number)						
Extent						
Deed of Transfer Number	ST	Notarial Deed Registration Number (if registered UA)			K	
Estimate Monthly Levies		R				
<b>FULL TITLE / FREE HOLD PROPERTY (Complete if full title / free hold property)</b>						
Erf No.						
Township						
Municipality						
Physical Address						
Deed of Transfer Number						

<b>4. PURCHASE PRICE</b>	
i. Purchase Price	R
Purchase Price in words	
ii. Deposit Payable	R
Date on which Deposit is due <i>(5 business days after date of signature)</i>	
iii. Balance Purchase Price <i>(14 days of the Seller's Conveyancers' written request)</i>	R

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Payable from	Cash Mortgage bond Proceeds of sale of purchaser's property
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<b>5. SUSPENSIVE CONDITIONS</b>		
i. Sale subject to mortgage finance	Yes	No
ii. Bond amount required	R	
iii. Date by when bond approval is required <i>(Within 30 (thirty) days after the Seller has accepted this Agreement)</i>		
iv. Sale subject to sale of purchaser's property	Yes	No
v. Sale Price of Property	R	
vi. Property Description		

<b>6. OCCUPATION</b>		
i. Transfer date	As soon as legally possible on or before _____ simultaneously with the registration of the property mentioned in clause 5 hereof.	
ii. Occupation Date	Vacant Occupation on the date of transfer Occupation subject to an existing lease on date of transfer	
iii. Rental Agent		
iv. Occupational Interest	R	

<b>7. THE AGENT</b>		
Split commission	Yes	No
The Agency	IGrow Real Estate International	
Registration Number	2024/415612/07	
Office Address	Barinor's Vineyard North, The Vineyards Office Estate, 99 Jip de Jager Drive, Welgemoed, Bellville	
Name of IGrow Real Estate International selling Agent		

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Contact Number		Email Address	
Commission Payable (complete % or R whichever is applicable)		%	R
The Agency (split commission applicable)			
Name of Estate Agent			
Contact Number		Email Address	
Commission Payable (complete % or R whichever is applicable)		%	R

<b>8. THE SELLERS CONVEYANCERS (“The Conveyancers”)</b>			
Name of Firm	LK Attorneys Incorporated		
Registration Number	2020/540212/21		
Conveyancer	Leandri Schoonwinkel and Malika Allie		
Office Address	Barinor’s Vineyard North, The Vineyards Office Estate, 99 Jip de Jager Drive, Welgemoed, Bellville		
Contact Number	021 203 2501	Email Address	leandri@lklegal.co.za malika@lklegal.co.za
<b><i>The Conveyancers were appointed by the Sellers by a separate written instruction during the mandate negotiations.</i></b>			

Alternatively, fill in the section below:

<b>8. THE SELLERS CONVEYANCERS (“The Conveyancers”)</b>			
Name of Firm			
Registration Number			
Conveyancer			
Office Address			
Contact Number		Email Address	
<b><i>The Conveyancers were appointed by the Sellers by a separate written instruction during the mandate negotiations.</i></b>			

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<b>9. ANNEXURES</b>	
Annexure A	Terms and Conditions of Agreement of Sale
Annexure B (only if applicable)	Special Conditions
Annexure C (only if applicable)	Approval by Seller of Special Conditions
Annexure D	Seller's List of Defects
Annexure E	FICA documents Required (Checklist)
Annexure F (only if applicable)	Rental Agreement
Annexure G	Client FIC Questionnaire
Annexure H	Home Loan Application

<b>10. AUTHORITY TO OBTAIN CERTIFICATES OF COMPLIANCE</b>			
(i) Electrical Certificate	Yes	No	N/A
(ii) Electrical Fence Certificate	Yes	No	N/A
(iii) Beetle Certificate	Yes	No	N/A
(iv) Gas Certificate	Yes	No	N/A
(iv) Water Compliance Certificate	Yes	No	N/A
<p>The Seller acknowledge that he is liable for payment of the Fee and any remedial work to be done to obtain the necessary compliance certificates listed herein. If any remedial work is to be done the Sellers consent will be obtained before proceeding with the work.</p>			

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TERMS AND CONDITIONS OF SALE OF RESIDENTIAL IMMOVABLE PROPERTY  
(SECTIONAL TITLE / FULL TITLE)

Please make sure that you have had enough time to read and understand the terms of this agreement before signing. If you do not understand any part of it, you are required to ask for clarification or seek independent legal advice before signing.

**1 INTERPRETATION AND DEFINITIONS**

- 1.1 The terms and conditions of the Sale of Residential Immovable Property ("Terms and Conditions") set out in this document, the Schedule, and all Annexures together form the agreement between the parties (the "Agreement").
- 1.2 In this Agreement, unless the context requires otherwise, the following words have the meanings described:
- 1.2.1 "**Business Day**" means any day that is not a Saturday, Sunday, or public holiday in South Africa.
- 1.2.2 "**Signature Date**" means the date when the last party signs the Agreement.
- 1.2.3 "**City of Cape Town Metropolitan Municipality**" means a Category A municipality situated in the southern peninsula of the Western Cape Province and includes the following cities/towns: Athlone, Atlantis, Belhar, Bellville, Blackheath, Blouberg, Blue Downs, Brackenfell, Cape Point, Cape Town, Delft, Durbanville, Elsies Rivier, Fish Hoek, Goodwood, Gordon's Bay, Grassy Park, Guguletu, Hout Bay, Khayelitsha, Kommetjie, Kraaifontein, Kuils River, Langa, Macassar, Matroosfontein, Melkbosstrand, Milnerton, Mitchells Plain, Muizenberg, Noordhoek, Nyanga, Parow, Philadelphia, Philippi, Robben Island, Scarborough, Simon's Town, Sir Lowry's Pass, Somerset West, Southern Suburbs, Strand, Table View;
- 1.2.4 Any reference to one gender includes the other genders;
- 1.2.5 A natural person includes a legal entity and *vice versa*;
- 1.2.6 The singular form includes the plural and *vice versa*;
- 1.2.7 If there is a conflict between numerical figures written in numerals and words, the words will take precedence.
- 1.2.8 Any reference to a law includes any regulations or amendments made under that law.
- 1.2.9 When counting days, the first day is excluded, and the last day is included.
- 1.2.10 If a payment date falls on a non-business Day, the payment will be due on the next Business Day.

**2 OFFER AND ACCEPTANCE**

- 2.1 The Purchaser offers to buy the property described in **Clause 3** of the Schedule from the Seller through IGrow Real Estate International, based on the terms in this Agreement.
- 2.2 The Purchaser's offer is irrevocable and cannot be withdrawn before being presented to the Seller. The offer remains open for acceptance by the Seller for **business days** after the Purchaser signs; after that, the offer will expire.
- 2.3 A counteroffer from the Seller does not reject the original offer, which remains valid until the expiration date mentioned.

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### 3 PURCHASE PRICE

3.1 The purchase price, including VAT (if applicable), is stated in **CLAUSE 4(i)** of the Schedule. The Purchaser will pay this amount to the Seller without deductions or set-offs as follows:

3.1.1 A deposit, as stated in **Clause 4(ii)** of the Schedule, is to be paid to the Seller's Conveyancers within **5 business days** after the Seller signs this Agreement or after the fulfillment or waiver of the Suspensive Conditions, whichever happens last.

3.1.2 The Purchaser will pay the remaining balance of the purchase price or the full price (if no deposit is paid) within **14 days** of the Seller's Conveyancers' written request.  
Payment can be made by:

3.1.2.1 Transferring the balance to the Seller's Conveyancers' trust account.; OR

3.1.2.2 Provide the Seller's Conveyancers with a bank guarantee/s issued in favour of the Seller from a recognised financial institution acceptable to the Seller (or such other undertaking acceptable to the Seller), which will be subject only to Transfer taking place as security for the due fulfilment of the payment of the balance Purchase Price on transfer date.

3.2 All payments toward the purchase price will be held in trust by the Seller's Conveyancers and will be invested in an interest-bearing account, in terms of section 86(4) of the Legal Practice Act, 28 of 2014 ("LPA").

3.2.1 The interest earned will be paid to the Purchaser on the Transfer Date subject to the provisions of section 86(5)(b) of the LPA, after deducting any applicable fees.

3.2.2 The Purchaser authorises the Seller's Conveyancers to use any interest earned to reduce amounts owed by the Purchaser under this Agreement.

**3.2.3 The Seller's Conveyancers will only invest the funds once the Purchaser complies with legal requirements (FICA and Authority to Invest forms). The Seller's Conveyancers are not responsible for any loss of interest if the Purchaser does not notify them of deposits.**

### 4 MORTGAGE BOND (SUSPENSIVE CONDITION)

4.1 If this Agreement is subject to a mortgage bond as indicated in **CLAUSE 5** of the Schedule it means that this agreement is subject to the suspensive condition that a South African Financial institution grants, in writing on its standard terms and conditions, a loan secured by a First Mortgage Bond to be passed over the property for an amount specified in **CLAUSE 5(ii)** of the Schedule within **30 (thirty) days** after the Seller has accepted this Agreement.

4.2 If the loan is not approved within this time, the Seller may extend the period for an additional **30 (thirty) days**. If the loan is not approved within the extended period, the Agreement will automatically cancel, unless both parties agree in writing to extend the Agreement. If canceled, the deposit and any interest earned will be refunded to the Purchaser.

### 5 BOND ORIGINATOR AND BOND APPLICATION

**5.1 To simplify the bond application and ensure the best interest rate, the Purchaser appoints IGrow Home Loans as the bond originator.**

5.2 This condition can only be waived by the Manager of IGrow Home Loans if there is a valid reason why it's not in the Purchaser's best interest to use their services.

5.3 The Purchaser agrees to complete and submit the loan application form and necessary documents to IGrow Home Loans when requested. Failure to do so shall not only constitute a breach of this Agreement but shall also entitle the Seller to regard the condition of this clause as having been fulfilled.

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5.4 The Purchaser warrants that there are no judgments against their name and no known factors that would prevent the loan approval.

## **6 SALE OF PURCHASERS PROPERTY (SUSPENSIVE CONDITION)**

6.1 If **CLAUSE 5(iii)** of the Schedule applies, the Agreement depends on the Purchaser selling their property to a third party.

6.2 If clause 6.1 is applicable, it is a further condition of this Agreement that the Purchaser agrees to appoint IGrow Real Estate International in terms of a signed mandate as his sole agent, to market the Purchaser's property for this period, with the understanding that IGrow Real Estate International may also subcontract other local agencies in consultation with the Purchaser to assist with the marketing and sale of the Purchaser's property.

## **7 SELLER'S RIGHT TO CONTINUE MARKETING**

**7.1 This applies only if the offer is conditional (Clause 4 and 6).**

7.2 If the Seller receives a better offer before all suspensive conditions are met, they can accept the new offer. (written confirmation of all suspensive conditions to be produced when presenting such an offer), The Purchaser will be notified by the Seller through his conveyancers and has 72 (Seventy-two) Hours to waive the suspensive conditions and proceed with the Agreement.

7.3 If the Purchaser does not waive the suspensive conditions, the Agreement will lapse and be canceled.

## **8 OCCUPATION**

8.1 The Seller shall give the Purchaser occupation of the Property on the date of Transfer.

8.2 If the property is occupied by a tenant, the Purchaser will only get vacant occupation if the lease allows early termination due to the sale, and the Seller has given notice to the tenant. In such a case, **a copy of such lease agreement will be attached to this Agreement marked Annexure "F"**.

8.3 The Purchaser cannot occupy the property until all transfer costs, deposits, and other documents are settled.

8.4 From the date of occupation, the Purchaser must follow any homeowners' association rules.

8.5 If the Agreement is canceled, the Purchaser must vacate the property within 24 hours.

8.6 The Purchaser cannot make changes to the property before the transfer without the Seller's written consent. If any alterations were made by the purchaser without consent the Purchaser will have no right of retention on the alterations.

## **9 OCCUPATIONAL RENTAL**

9.1 If the Purchaser occupies the property before transfer, they must pay occupational rental monthly in advance to the Seller's Conveyancers as stated in **Clause 6(iii)** of the Schedule.

9.2 In addition to occupational rental, the Purchaser will pay for utilities like electricity, water, and other municipal services.

## **10 POSSESSION, OWNERSHIP, BENEFIT AND RISK**

10.1 Possession, ownership of, and all benefits and risk in the Property shall pass to the Purchaser against Transfer from which date the Purchaser shall be liable for, amongst other things, all rates, taxes, and/or levies pertaining to the Property. Prepayments made by either party for any period after Transfer shall be adjusted proportionately. The Seller shall maintain adequate insurance cover on the Property until Transfer.

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## 11 DISTRIBUTION OF RENTAL

### 11.1 This clause is only applicable if the property is rented, and the rental agent is involved:

11.1.1 The Seller will inform the rental agent once the suspensive conditions are met and provide the anticipated transfer date.

11.1.2 The Seller or his Agent will give the conveyancers the rental agent's details.

11.1.3 If the transfer date does not coincide with the last date of the month the agent will distribute the rent *pro-rata* between the Seller and Purchaser.

11.1.4 If the rental agent were not able to distribute the rent *pro-rata* as stipulated in clause 11.1.3, due to whatever reason, the Seller authorises the Conveyancers to pay the *pro-rata* rental to the Purchaser from the proceeds for the month in which the property is transferred.

## 12 PROTECTION OF PERSONAL INFORMATION

12.1 The Agency involved in this sale must collect and process the personal information of both parties to fulfill the rights and obligations outlined in this Agreement. Both parties agree that their personal information may be shared with any relevant professionals involved in the transaction, including but not limited to conveyancing attorneys, bond registration and cancellation attorneys, banks, mortgage originators, and municipalities, or as required by law.

12.2 The Agency will process personal information during the transaction and retain it as required by law. Both parties also agree that their information may be stored by the Agency and conveyancing attorney for future marketing purposes unless they advise otherwise in writing.

## 13 TRANSFER AND TRANSFER COSTS

13.1 Transfer of the property will take place once all payments required under this Agreement are made, as outlined in **CLAUSE 4** of the Schedule and all documents has been signed.

13.2 The Seller's Conveyancers, as listed in **CLAUSE 6(i)** of the Schedule, will attend to the property transfer.

13.3 Both parties will sign all necessary documents for transfer, bond registration, and bond cancellation and comply with FICA within **7 (seven) days** of being requested by the relevant attorney.

13.4 The Purchaser cannot cancel the Agreement or refuse to pay any amount due to delays in transfer unless caused by the Seller's breach. If the Seller breaches the Agreement, the Purchaser may invoke Clause 20.

13.5 If the Purchaser fails to meet obligations related to the transfer, interest will be charged at the prime rate on the Purchase Price or the outstanding balance. Interest will accrue from the due date until the Purchaser meets their obligations and must be paid before transfer.

13.6 The **PURCHASER/SELLER** (*Delete whichever is not applicable*) will be liable for all costs and charges of and incidental to the Transfer of the Property, including such administrative amounts as may be necessary to obtain rates and/or levy clearance certificate to facilitate transfer.

13.7 The **PURCHASER/SELLER** (*Delete whichever is not applicable*) will be liable for payment of transfer duty levied in terms of the Transfer Duties Act, 194. As the Seller is not a vendor for purposes of the Value-Added Tax Act, 1991 ("VAT Act").

13.8 The **PURCHASER/SELLER** (*Delete whichever is not applicable*) will be liable for the LEGAL COSTS TO TRANSFER THE PROPERTY charged by the Seller's Conveyancers, determined in accordance with the tariffs set by the relevant law society or otherwise as agreed to by the Seller's Conveyancers.

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- 13.9 The **PURCHASER/SELLER** *(Delete whichever is not applicable)* will be liable for the LEGAL COSTS TO REGISTER A MORTGAGE BOND charged by the Conveyancers, determined in accordance with the tariffs set by the relevant law society or otherwise as agreed to by the Seller's Conveyancers.
- 13.10 Where there is an existing mortgage bond registered over the Property, **THE SELLER** will be responsible for any costs incurred in cancelling such mortgage bond.
- 13.11 **If the Agreement is canceled due to the Purchaser's breach, the Purchaser will be liable for the wasted costs incurred by the Seller's Conveyancers for work done up until cancellation.**

#### **14 INSPECTION AND COMPLIANCE CERTIFICATES**

- 14.1 The Seller must obtain the necessary compliance certificates at their expense before the property's transfer, if applicable.

##### **14.2 Electrical Compliance Certificate**

- 14.2.1 **A valid Certificate of Electrical Compliance is required for all electrical installations, including any electric fences, issued by an accredited electrical contractor issued in accordance with the provisions of the Electrical installation regulations as published in terms of the Occupational Health and Safety Act 85 Of 1993. The certificate must be no older than 2 years and should cover all installations, with no alterations since its issue.**

##### **14.3 Water Installation Certificate**

- 14.3.1 **This applies only to properties within the City of Cape Town.** A certificate from an accredited plumber is required to confirm the water system complies with local regulations.

- 14.3.2 **The Purchaser acknowledges that the certificate is not a full plumbing check and only certifies the requirements stipulated above.**

##### **14.4 Gas Installation Certificate**

- 14.4.1 For properties with gas installations (e.g., stoves or water systems), a valid Certificate of Conformity is required, issued by an authorized inspection authority. The certificate must be no older than 2 years.

- 14.5 Should any work be required before any Certificate of Compliance can be issued, irrespective if such property is tenanted, then such work shall be done at the expense of the Seller before the lodgment of the transaction for registration in the deed's office.

- 14.6 **The Seller shall provide the Seller's Conveyancers, with the applicable compliance certificates on or before the date of lodgment of the Transfer in the Deeds Office.**

- 14.7 The Seller authorises the Agent to arrange for the inspections relevant to the Property on his behalf as indicated in **CLAUSE 10** of the Schedule.

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## 15 PROVISION RELATING TO PROPERTIES WITHIN A DEVELOPMENT

### 15.1 Homeowners Association / Body Corporate

- 15.1.1 The Purchaser understands that if the property is part of a residential development, they and their successors will automatically become members of the Homeowners Association and/or Body Corporate upon transfer of the property.
- 15.1.2 The Purchaser agrees to follow the rules of the Association or Body Corporate and confirms that they have read these rules. A copy of the rules will be available on request.

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Signature of Purchaser

### 15.2 LEVIES

- 15.2.1 From the date of transfer, the Purchaser will be responsible for Levies/contributions for the property and, if applicable, exclusive use areas.
- 15.2.2 The Seller will be liable for any outstanding levies, including special levies approved before the transfer.

### 15.3 Right of extension

- 15.3.1 In terms of Section 25 of the Sectional Titles Act ("STA") a developer is permitted to reserve to itself and its successors in title as Developer a real right of extension of the scheme when opening a sectional title register. This enables the developer to erect and complete a phased development on the Land from time to time.
- 15.3.2 The Purchaser understands that if such a right of extension exists, it may affect the property's participation quota and agrees to the terms of the extension.

## 16 DEFECTS

- 16.1 The Seller must provide a list of defects or damages for the Purchaser to inspect and approve before transfer or occupation.**
- 16.2 If the Purchaser misses the inspection, at the date and time agreed upon or such other later date and time arranged, the property will be considered free from defects (except those disclosed by the Seller).
- 16.3 The Purchaser acknowledges that there may be hidden defects (not visible) in the property.
- 16.4 The Purchaser acknowledges that the Property is offered for sale in the specific condition in which it stands ("voetstoots"), and the Purchaser shall have no claim against the Seller in respect of any such defects unless, in relation to any latent defects, the Seller knew of the defect and failed to bring it to the attention of the Purchaser before the sale.**
- 16.5 The Purchaser confirms they have inspected the property and are satisfied with its condition, except for any issues stated in the agreement or the attached disclosure form (Annexure B).**

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Signature of Purchaser

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## 17 LIMITATION OF THE SELLER'S LIABILITY

- 17.1 **Title Conditions** - The property is sold subject to conditions in its title deed, including servitudes. The Seller is not responsible for any discrepancies in property size or boundaries and will not pay for the cost of locating beacons or boundaries. **The PURCHASER warrants that he has been made aware that the title deed to the Property is available for inspection as a public document. If the property size or dimensions have been erroneously described, the parties agree to the rectification thereof and the Seller will be liable for the costs of said rectification.**
- 17.2 **Listed Invasive Species** - The Seller confirms there are no listed invasive species on the property, though the Purchaser accepts the risk if any are found.
- 17.3 **Historical Debt** - The Seller confirms all municipal debts have been settled before transfer, and the Purchaser is not liable for any outstanding debt.

## 18 ESTATE AGENT AND BROKAGE

- 18.1 The Purchaser confirms they have only viewed the property through IGrow Real Estate International and that no other agent was responsible for the sale.
- 18.2 Brokerage, as specified in **Clause 7** of the schedule, will be paid by the Seller to the Agent when all suspensive conditions are met and the transfer is registered. The Seller's conveyancers are instructed to pay the brokerage to the Agent first, before paying the Seller.
- 18.3 If the agreement is canceled by mutual agreement, the Agent will immediately be entitled to receive the brokerage from both parties.
- 18.4 **If the Purchaser defaults and the agreement is canceled, they must pay the brokerage (plus VAT) to IGrow Real Estate International.**

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Signature of Purchaser

## 19 DIRECT MARKETING

- 19.1 In terms of section 16 of the Consumer Protection Act 68 of 2008 ("CPA"), if an Agreement has been entered into as a result of direct marketing, meaning that the Purchaser was directly or indirectly approached either in person or by mail or electronic communication by the Seller or the Agent to promote or offer to supply, in the ordinary course of business, the sale of the Property hereby sold, the Purchaser would have been entitled to cancel this Agreement without reason or penalty by written notice within 5 (five) business days after the Signature Date, or within 5 (five) business days after delivery of the Property.
- 19.2 The Seller is therefore not prepared to enter into any agreement with the Purchaser if such agreement would have resulted from such direct marketing. **The Purchaser therefore warrants that this transaction is not entered into if such direct marketing conducted by the Seller and the Purchaser enters into this Agreement relying entirely upon such warranty.**
- 19.3 The Purchaser understands that if, after delivery of the Property, the Purchaser is successful in cancelling this Agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the CPA, the Purchaser shall be liable for damages suffered by the Seller as a result thereof based on the Purchaser's breach of this warranty.

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## 20. BREACH

- 20.1 If either Party (“the Defaulting Party”) fail to pay any amount, or fail to provide the guarantee(s) required in terms of this Agreement on due date, or commit a breach of any other of the terms and conditions of this agreement then the other party (“the Aggrieved Party”) will be entitled to give the Defaulting Party **5 (Five) business days'** (unless the transaction has already been lodged at the deeds office for registration, in which event the notice period will be reduced to **24 (Twenty-Four) hours** written notice to remedy such breach. Should the Defaulting Party fail to comply with such notice, the Aggrieved Party shall be entitled, without prejudice to any other rights and remedies that it may have in law, including the right to claim damages to:-
- 20.1.1 Hold the defaulting party to the contract and demand fulfilment of his obligations in terms thereof; or
- 20.1.2 Cancel the Agreement without prejudice to the Aggrieved party's rights without any further notice and claim damages suffered because of such breach. If the cancellation was due to the Purchaser's breach, the Seller shall be entitled to:
- 20.1.2.1 Retain all funds paid by or on behalf of the Purchaser on account of the purchase price pending proof of and quantification of the Seller's damages, which funds shall be held in the Conveyancer's trust account and invested for the Purchaser's benefit pending the outcome of the Seller's damages claim.

## 21 ADDRESS FOR NOTICES AND LEGAL PROCESS

- 21.1 The Parties hereby choose for the purposes of any notices to be given to, or any legal proceedings to be instituted for the purpose of this agreement the addresses as indicated on schedule hereto or any changed address specified in writing by notice delivered by the party so changing his/her/its address to the other within **14 (Fourteen)** days of such change.
- 21.2 Any notice in terms of this may be delivered to the party by hand, prepaid registered post, or email.
- 21.2.1 A notice which is sent by prepaid registered post, in a correctly addressed envelope, to the postal address specified above will be deemed to have been received (unless the contrary is proved by the addressee) within **7 (Seven)** days from the date it was posted.
- 21.2.2 A notice which is delivered by hand to a responsible person during ordinary business hours at the physical address provided will be deemed to have been received (unless the contrary is proved by the addressee) on the **day of delivery**.
- 21.2.3 An E-mail sent to the E-mail address specified will be deemed (unless the contrary is proved by the addressee), to have been received on the **first business day after transmission**.

## 22 GENERAL CLAUSES

- 22.1 Jurisdiction** - The parties agree that any legal proceedings will be under the jurisdiction of the Magistrate's Court, but the Seller may choose to take proceedings in any other competent court.
- 22.2 Fixtures and Fittings** - The property includes all permanent fixtures and fittings, such as light fittings, carpets, built-in cupboards, and pool equipment, which are in good working order and fully paid for and any additional fixtures and fittings as inserted in Clause 11 of the Schedule.
- 22.3 Joint and Several Liability / Surety and Co-Principal Debtor** - If the Purchaser is a company or other entity, the person signing on behalf of the Purchaser is also liable as a surety and co-principal debtor with the Purchaser. If more than one Seller and/or more than one Purchaser are parties to this Agreement, then such Sellers and/or such Purchasers shall jointly, severally and as a whole (*in solidum*) be liable for the due performance of the respective parties' obligations in terms of this Agreement. The parties hereby renounce all benefits arising from the legal exceptions *de duobus vel pluribus reis debendi* (two or more parties' indebtedness).

- 22.4 No Assignment** - Neither party may assign or transfer their rights or obligations without the written consent of the other party.
- 22.5 Extension** - No concession or any other indulgence which may be granted by the Seller to the Purchaser, whether in respect of time for payment or otherwise, regarding the terms and conditions of this Agreement shall be deemed to be a waiver or estoppel of and shall not affect, prejudice or derogate from the rights of the Seller under this Agreement.
- 22.6 Separate Clauses** - If any provision is unenforceable, it can be removed without affecting the validity of the other provisions.
- 22.7 Entire Agreement** - This agreement is the complete understanding between the parties and can only be changed in writing.

### **23 WARRANTIES BY THE PARTIES**

- 23.1 Both parties confirm they have the legal authority to enter into this agreement.
- 23.2 Both parties are not aware of any circumstances that would prevent them from fulfilling their obligations.
- 23.3 The person signing on behalf of a company or other entity is authorized to do so.
- 23.4 Both parties confirm that their tax obligations are current. If there is a breach, the defaulting party will be responsible for any resulting costs.

### **24 SPECIAL CONDITIONS**

- 24.1 Special conditions are attached to this agreement as **ANNEXURE B and C**.

### **25 DECLARATION**

- 25.1 The parties confirm they have read, understand, and have had the opportunity to inquire about the agreement and the property.

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**26 SIGNATURES**

**26.1 Offer by Purchaser**

The Purchaser offers to buy the Property from the Seller based on the details and terms in this Agreement.

Dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

**PURCHASER 1 (to sign)**

\_\_\_\_\_

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**PURCHASER 2 (to sign)**

**WITNESS**

**If the Purchaser is married in community of property his/her spouse must complete and sign the following:**

I, \_\_\_\_\_, the spouse of the Purchaser, to whom I am married in community of property consent -

- To my spouse concluding this Agreement; and
- In terms of section 15(2) of the Matrimonial Property Act, 1984, as amended, to my spouse As required by Section 15(2) of the Matrimonial Property Act, 1984, as amended, my spouse binding themselves as surety for the obligations under this Agreement.

Dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

**SPOUSE**

\_\_\_\_\_

**WITNESS**

Initial \_\_\_\_\_

**26.2 Acceptance by Seller**

26.2.1 The Seller accepts the Purchaser's offer to purchase the Property based on the details and terms in this Agreement. This creates a legally binding contract of sale between the Seller and the Purchaser.

Dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**SELLER 1 (to sign)**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**SELLER 2 (to sign)**

\_\_\_\_\_  
**WITNESS**

The Agency and agent hereby accept the benefit of all clauses and provisions stipulated in this contract.

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Agency

Initial \_\_\_\_\_

**ANNEXURE B**

**1 SPECIAL CONDITIONS TO AN AGREEMENT OF SALE**

1.1

1.2

1.3

1.4

Dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

PURCHASER 1 (to sign)

\_\_\_\_\_

PURCHASER 2 (to sign)

\_\_\_\_\_

WITNESS

\_\_\_\_\_

WITNESS

Initial \_\_\_\_\_

**2 ACCEPTANCE BY THE SELLER**

2.1.1 The Seller hereby confirms that all special conditions referred to in clause 1 above have been complied with in accordance with the particulars and upon the terms and conditions contained in this Agreement and to his satisfaction.

2.1.2 The Seller, therefore, warrants that all special conditions have been met and consents to the transfer of the property.

Dated and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
SELLER 1 (to sign)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SELLER 1 (to sign)

\_\_\_\_\_  
WITNESS

Initial \_\_\_\_\_

## IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY IMMOVABLE PROPERTY

### 1 Disclaimer

This condition report concerns the immovable property situated at

Property: \_\_\_\_\_

(the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

### 2 Definitions

In this form –

- 2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs, and
- 2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

### 3 Disclosure of information

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

### 4 Provision of additional information

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

### 5 Statements from the Seller in connection with Property

	YES	NO	N/A
I am aware of the defects in the roof			
I am aware of the defects in the electrical systems			
I am aware of the defects in the plumbing system, including in the swimming pool (if any)			
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			
I am aware of the defects in the septic or other sanitary disposal systems			

Initial \_\_\_\_\_

I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mold or defects in drain tiling or sump pumps			
I am aware of structural defects in the Property			
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			
I am aware that remodeling and refurbishment have affected the structure of the Property			
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained			
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site			
<b>ADDITIONAL INFORMATION</b>			

**6 Owner's certification**

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

**7 Certification by the person supplying information**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

**8 Notice regarding advice or inspections**

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

**9 Buyer's acknowledgement**

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property.

The prospective buyer acknowledges receipt of a copy of this statement

Initial \_\_\_\_\_

**10 Signatures**

Signed at \_\_\_\_\_ on \_\_\_\_\_

Signature of owner \_\_\_\_\_ Signature of purchaser \_\_\_\_\_

Signature of property practitioner \_\_\_\_\_

Initial \_\_\_\_\_

# MANDATE

## DECLARATION BY THE SELLER/ DISCLOSURE FORM



**This declaration is made by the SELLER/Owner in the utmost good faith and the answers provided reflect a true and honest appraisal of the property as I know it.**

I/We confirm that we are not aware of any material defects to the PROPERTY or the building or its accessories other than those listed below; 'material defects' meaning any condition, whether latent or patent, that would or could have a significant adverse impact on, or affect, the value of the PROPERTY or it's expected future lifespan or the health and/or safety of any of its future occupants.

Owner's (SELLER's) Name: \_\_\_\_\_

PROPERTY Address: \_\_\_\_\_

Please answer YES or NO. If YES please provide details at Item 31 on Page 2.

**YES NO N/A**

1. I am aware of electrical faults/problems relating to the electrical installation or fitted accessories.
2. I am aware of illegal electrical extensions, disconnections or damaged or inoperative fittings or permanent appliances/equipment. E.g. stove, extractor, oven, air conditioner, heaters or ceiling fans, or illegal extensions such as light fittings, water feature pumps etc.
3. I am aware of faults relating to the geyser e.g. leaks, faulty seal kits, low geyser pressure.
4. I am aware of faults relating to the drainage installation e.g. blocked drains, sewers, stormwater pipes or gutters.
5. I am aware of problems relating to leaking taps or ruptured pipes.
6. I am aware of any missing keys to all doors.
7. I will deliver ..... remote controls in working order for gate, garage door etc.
8. I am aware of faults relating to the alarm, beams, burglar bars and/or security gates.
9. I am aware of faults relating to the pool, equipment, piping and pump (including cracks, leaks and general operation of the equipment etc.).
10. Have there been any recent repairs to any of the items specified in item 9.
11. I am aware of faults relating to the braai, fireplace or chimney.
12. I am aware of faults relating to the blinds or curtain rails.
13. I am aware of damp problems in any of the buildings e.g. rising or lateral damp.
14. I am aware of roof leaks of any kind.
15. I am aware of any cracked or broken windows.
16. I am aware of any cracks, leaks or problems with the baths, basins, toilets, cisterns or showers.
17. I am aware of any cracked or broken floor tiles or damage to wood laminated flooring.
18. I am aware of any structural defects e.g. cracks in walls, floor slab or any settlement of any kind.
19. I am aware of any burns, stains, tears or badly worn areas relating to the fitted carpets.
20. I am aware of any faults to built-in cupboards.
21. I am aware of any faults to any door handles and window catches.
22. I am aware of any discrepancy between the physical position of the present boundary fence/walls and the true boundary of the PROPERTY.
23. I am aware of any building restrictions or registered servitudes on the PROPERTY.
24. I am aware of any discrepancy between any building improvements and solid roofed areas (e.g. carports) and the approved building plans.
25. Do you possess copies of the approved building plans.
26. The PROPERTY is subject to a lease. Date of expiry .....
27. I am aware of any other defects.
28. I have resided in this PROPERTY for approximately ..... years.

Initial by SELLER: \_\_\_\_\_ Initial by PURCHASER: \_\_\_\_\_

2nd Initial by SELLER  
when signing deed of sale: \_\_\_\_\_ AGENT as witness: \_\_\_\_\_

29. The following items are specifically excluded from the sale of the PROPERTY:

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30. Status of this Declaration:

- 30.1 This declaration does not constitute a guarantee and/or warranty of any kind or nature by the SELLER/Owner of the PROPERTY or by the Estate Agent representing the SELLER in any transaction. This declaration should therefore not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the PROPERTY.
- 30.2 Notwithstanding the above, the SELLER acknowledges that prospective purchasers of the PROPERTY may rely on this declaration when deciding whether, and on what terms, to purchase the PROPERTY and that this declaration and the contents hereof will be made available to the prospective purchasers and will be annexed to the deed of sale.

31. Comment or qualifications if answered "yes" on any of numbers 1 - 28:

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Signed at: \_\_\_\_\_ on: \_\_\_\_\_

\_\_\_\_\_  
SELLER (1)

\_\_\_\_\_  
SELLER (2)

Signed at: \_\_\_\_\_ on: \_\_\_\_\_

\_\_\_\_\_  
PURCHASER (1)

\_\_\_\_\_  
PURCHASER (2)

\_\_\_\_\_  
AGENT as witness

Second initial by SELLER(S) when signing deed of sale: \_\_\_\_\_

The SELLER/OWNER'S attention is drawn to the fact that the mandate to market the property is subject to the proper completion and signature of this mandatory disclosure form ("the form"). The SELLER/OWNER confirms that he has personally inspected or duly appointed a third party to inspect the property on his behalf before the completion of the form. The SELLER/OWNER confirms that the legal responsibility remains with him for the correct completion of this form and he hereby fully indemnifies, absolves, holds harmless and defends his duly appointed representative including IGrow Real Estate, any of its directors, officers, employees, agents, stockholders and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgements, costs, expenses, (including but not limited to reasonable attorney fees and costs) whether or not involving a third party, which arise out of or relate to any act or omission of any nature whatsoever by the duly appointed representative, which may be brought against them by the purchaser or any person claiming on behalf of the purchaser.

Should the form not be completed by the SELLER it will be interpreted that the property is free of defects and the Seller hereby indemnifies the Agent from any claims instituted by the purchaser due to the non-disclosure by the property practitioner/Agent of any defects listed on the mandate.



