

Ding AGREEMENT OF SALE

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise indicates, the following words shall have the following meanings:

1.1.1 “**Agent**” means _____, with email address _____ and mobile number _____;

1.1.2 “**Agreement**” means this agreement of sale including all annexures (if any);

1.1.3 “**Attorneys**” means a firm of Attorneys on the EasySell Programme panel of Attorneys of the Bank to be appointed by the Bank;

1.1.4 “**Bank**” means The Standard Bank of South Africa Limited;

1.1.5 “**Deposit**” means an amount of R _____ (_____);

1.1.6 “**EasySell Programme**” means the EasySell programme of the Bank to assist the Bank’s home loan customers to *inter alia* market and sell their properties and to agree on the settlement of the outstanding balances on their home loan accounts on favourable terms;

1.1.7 “**Parties**” means the Seller and the Purchaser and “**Party**” means any one of the two as the context may require;

1.1.8 “**Property**” means *Remainder / *Portion _____ of *Erf / *Holding/*Farm: _____
StreetAddress: _____

OR (in the case of a Sectional Title Unit)

Unit Number: _____

Sectional Title Complex: _____

Street Address: _____

***Delete if not applicable.**

including all fixtures and fittings, save as otherwise provided;

1.1.9 **“Purchase Price”** means the amount of R _____
(_____),
offered by the Purchaser to the Seller to purchase the Property;

1.1.10 **“Purchaser”** means

Individual / Entity Name: _____

Identity Number / Registration Number: _____

Individual / Entity Name of joint Purchaser: _____

Identity Number / Registration Number: _____;

1.1.11 **“Seller”** means

Individual / Entity Name: _____

Identity Number / Registration Number: _____

Individual / Entity Name: _____

Identity Number / Registration Number: _____;

1.1.12 **“Signature Date”** means the date of signing of this Agreement by the
Party signing last in time;

1.1.13 **“Transfer Date”** is the date of registration of transfer of the Property in
the name of the Purchaser; and

in terms of Section 86(4) of the Legal Practice Act, 2014, once the Purchaser has signed an investment mandate in favour of the Attorneys and has furnished the Attorneys with all required regulatory information;

3.1.2 The balance of the Purchase Price in the amount of R _____ (_____) shall be secured within 30 (thirty) days after fulfilment of the last of the suspensive conditions referred to in clause 12:

3.1.2.1 either by payment in cash by way of electronic transfer directly into the Attorneys' trust account, which amount shall be invested as contemplated in clause 3.1.1 above; or

3.1.2.2 by way of Bank or other financial institution guarantees acceptable to the Seller to be rendered to the Attorneys and made payable on the Transfer Date.

4. TRANSFER

Transfer of the Property shall be effected by the Attorneys within a reasonable time after the Purchaser has complied with the terms of clause 3 and made payment to the Attorneys of all fees and disbursements, including transfer duty or VAT (if applicable), as well as all other fees and disbursements of the transfer and matters incidental thereto, for all of which the Purchaser shall be liable and obliged to pay on demand.

5. POSSESSION AND OCCUPATION OF THE PROPERTY

5.1 The Parties record, save for the provisions of clause 5.2 below, that possession and occupation of the Property will be given to and taken by the Purchaser on the Transfer Date, from which date all benefits and risks of ownership in respect of the Property will pass to the Purchaser, including the right to any rentals accruing and the liability for any levies, 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 and

occupation for any period subsequent thereto shall be refunded proportionally in accordance with the above.

- 5.2 Subject to the provisions of clause 5.3, the Parties record that occupation shall only be given to the Purchaser prior to the Transfer Date if the Purchaser and the Seller have entered into a written addendum to this Agreement in which the date of occupation and the amount of occupational interest payable have been recorded. The Parties further record that any such occupational interest shall be paid monthly in advance on or before the 3rd day of each month by way of electronic transfer directly to the Seller.
- 5.3 The Parties record that possession and occupation of the Property envisaged in clause 5.2, shall not be given to the Purchaser prior to the Transfer Date:
- 5.3.1 if all the suspensive conditions referred in clause 12 have not been fulfilled with;
- 5.3.2 if the Purchaser has not paid all the fees and disbursements referred to in clause 4;
- 5.3.3 if the Purchaser has not signed all transfer and other documents required by the Attorneys to enable the Attorneys to effect transfer of the Property; or
- 5.3.4 if the Purchaser is in breach of any provision of this Agreement.
- 5.4 The Seller shall be entitled to withhold transfer of the Property into the name of the Purchaser should the Purchaser fail to timely effect payment of the said occupational interest.
- 5.5 Upon cancellation of this Agreement for any reason whatsoever the Purchaser and all other persons in occupation of the Property claiming occupation through or under the Purchaser shall be obliged to vacate the Property immediately, it being recorded that any rights of occupation granted to the Purchaser pursuant hereto do not constitute any form of tenancy.

- 5.6 The Purchaser records that the granting of possession and occupation of the Property either before or on the Transfer Date shall always be subject to the rights of any tenant of the Property.

6. VOETSTOOTS

- 6.1 The Purchaser acknowledges having inspected the Property and all improvements thereon, which is sold voetstoots in the condition and to the extent as it now lies without any warranties, express or implied, and further subject to all terms and conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Property and acknowledges that the Seller shall not be liable for any defect, patent or latent, in the Property.
- 6.2 The Purchaser further acknowledges that it has to its satisfaction made enquiries with the local authority with regard to the compliance of all improvements on the Property with the provisions of the National Building Regulations and Building Standards Act, 1977, and that it has also fully acquainted itself with all other aspects of the Property, its nature, extent, boundaries, beacons, diagrams, locality and any other facts or documents, pertaining thereto.
- 6.3 The Parties further record that the extent of the Property will be the extent as indicated in the existing title deed of the Property and no Party shall benefit or suffer any impairment should the Property be re-surveyed, and the extent thereof differs from the extent as indicated in the existing title deed.

7. MUTUAL ASSISTANCE

The Parties undertake to at all times to do such things, perform all such acts and take all such steps and procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

8. BREACH

- 8.1 Should either Party (“**the Defaulting Party**”) commit a breach of any of the provisions of this Agreement, then the other Party (“**the Aggrieved Party**”) shall give the Defaulting Party 7 (seven) calendar days’ written notice to remedy the breach. If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall be entitled to immediately cancel this Agreement and claim damages, alternatively to claim specific performance by the Defaulting Party of the Defaulting Party’s obligations in terms of this Agreement and/or take such other legal action as the Aggrieved Party may have in law.
- 8.2 In the event of the cancellation of this Agreement due to the Purchaser’s default, the Purchaser shall forfeit to the Seller all monies paid in terms of this Agreement, including any amount paid to the Attorney’s trust account, as “**rouwkoop**” or a pre-estimated amount of liquidated damages, without prejudice to the Seller’s rights to claim further damages from the Purchaser.

9. DOMICILIUM

- 9.1 The Parties hereby choose the following addresses and contact details for all purposes of and in connection with this Agreement:

- 9.1.1 The Purchaser:

Physical Address: _____

Telephone Number: _____

E-mail: _____

Postal Address: _____

9.1.2 The Seller:

Physical Address: _____

 Telephone Number: _____
 E-mail: _____
 Postal Address: _____

9.2 Any Party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it shall be a physical address in the Republic of South Africa, and any such change shall only be effective upon receipt of notice in writing by the other Party of such change.

9.3 All notices, demands and communications intended for any Party shall be made or given at such Party's physical or postal address or email for the time being.

9.4 A notice sent by one Party to another shall be deemed to be received:

9.4.1 on the same day, if delivered by hand;

9.4.2 on the same day of transmission, if sent by e-mail;

9.4.3 on the seventh day after posting, if send by prepaid registered mail.

9.5 Notwithstanding anything to the contrary herein contained, a written notice or communication received by a Party shall be an adequate written notice of communication to it notwithstanding that it was not sent to or delivered at any of the addresses referred to in clause 9.1.

10. GENERAL PROVISIONS

10.1 No alteration, consensual cancellation, variation of, or addition hereto shall be of any force and effect unless reduced to writing and signed by all Parties.

- 10.2 This Agreement contains the entire agreement between the Parties and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. The Parties expressly agree that no variation, amendment or consensual cancellation shall arise pursuant to an exchange of data by means of an electronic signature referred to in the Electronic Communications and Transactions Act 2002, (ECTA) or otherwise by means of electronic correspondence and that ECTA shall not apply to this Agreement. For the avoidance of doubt the Parties agree that the fact that their name or the name of the entity that they represent appears at or near the end of any email, electronic correspondence or other written correspondence shall not in any way be deemed or considered to be their signature or electronic signature.
- 10.3 No indulgence, leniency or extension of time which any Party ("**the grantor**") may grant or show to any other Party, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

11. CERTIFICATES

- 11.1 The Seller shall prior to the Transfer Date obtain:
- 11.1.1 a certificate of electrical compliance from an accredited electrical contractor in terms of the regulations of the Occupational Health and Safety Act No. 85 of 1993, as amended;
- *[Delete if not applicable.]
- 11.1.2 a certificate issued by a registered gas installer to the effect that all gas installations on the Property complies with the industry standard;
- *[Delete if not applicable.]
- 11.1.3 an electric fence compliance certificate in terms of Regulation 12 of the Electrical Machinery Regulations issued in terms of the Occupational Health and Safety Act, Act 85 of 1993;

***[Delete if not applicable.]**

- 11.1.4 an entomologist's certificate to the effect that all buildings on the Property have been inspected for infestation by white ants, cryptotermes brevis or other timber destroying or boring insects and that the building is apparently free from infestation.

Only for relevant properties in KwaZulu-Natal and the Western Cape.

***[Delete if not applicable.]**

- 11.2 The costs in connection with the obtaining of the above certificates and all alterations and improvements which may be necessary or required in order for any of the above certificates to be issued will be dealt with in accordance with the provisions of the EasySell Programme.
- 11.3 The Seller undertakes not to make any alterations to installations after the date of issue of any of the certificates referred to in clauses 11.1.1, 11.1.2 and 11.1.3.
- 11.4 Notwithstanding the provisions of clause 11.1 above, transfer may be effected by the Attorneys whether the said certificates have been obtained and the Attorneys is not under any duty to ensure that the certificates have been obtained.

12. SUSPENSIVE CONDITIONS

- 12.1 This Agreement is subject to the following suspensive conditions which must be fulfilled on or before the dates or within the time periods listed below, failing which the Agreement shall lapse and neither Party shall have any claim of whatsoever nature against the other:
- 12.1.1 the obtaining of a loan by the Purchaser from a bank or other financial institution on or before _____
in the amount of R_____, or such lower amount as the Purchaser may accept, which loan is to be secured by the registration of a first mortgage bond over the property; and

- 12.1.2 the giving of the written consent by the Bank confirming its acceptance of the terms and conditions of this Agreement within 10 (ten) days of receipt of a copy of this Agreement duly signed by the Parties.

13. RESOLUTIVE CONDITION

This Agreement shall terminate if the Bank at any time prior to the Transfer Date withdraws the consent referred to in clause 12.1.2.

14. AGENT'S COMMISSION

- 14.1 The Seller shall pay commission (plus VAT if applicable) to the Agent at the applicable rate of the EasySell Programme from time to time.
- 14.2 Agent's commission is earned and payable on the Transfer Date or upon cancellation of this Agreement for any reason whatsoever including a consensual cancellation. If this Agreement is cancelled due to a breach of its terms by the Purchaser, the Purchaser shall be liable for payment of the Agent's commission. In the event this Agreement is consensually cancelled, the Purchaser and Seller are jointly and severally liable for the payment of the Agent's commission.

15. COMPANY

Insofar as this Agreement is entered into on behalf of a company to be formed and the person signing as Purchaser acts or purports to act as agent for such company to be formed, the Parties record that the signatory shall in his/her personal capacity be deemed to be the Purchaser in respect of this Agreement if:

- 15.1 the company is not formed within 21 (twenty-one) days from the Signature Date; and
- 15.2 if incorporated, if this Agreement is not adopted or ratified in full within 7 (seven) days after being incorporated.

16. **THE PURCHASER'S RIGHT TO WITHDRAW**

The Parties hereby record that they are fully aware of the provisions of Section 29A of the Alienation of Land Act, 1981, which entitles the Purchaser (if a natural person buying a property worth R250 000 or less) to terminate this Agreement under the circumstances referred to in the said section within a period of 5 (five) days after the Signature Date.

17. **JOINT PURCHASERS**

Where more than one person, natural or corporate, purchase the Property, the obligation of such persons in terms hereof shall be jointly and severally.

18. **SPECIAL CONDITIONS**

18.1 The Parties agree that the payment and/or the rendering of acceptable Bank or other financial institution guarantees contemplated in clause 3 above may not in any manner whatsoever be linked to the cash payment or rendering of guarantees by any third party to whom the Purchaser may alienate the Property before the Transfer Date ("**the onward purchaser**"), it being recorded that any such payment and/or furnishing of guarantees by any such onward purchaser shall not constitute compliance by the Purchaser with the terms and provisions of clause 3 and will result in the Bank withdrawing its consent as contemplated in clauses 12.1.2.

19. The Seller and The Purchaser by their signature of this agreement give their consent to the attorneys to lawfully process their personal information as contemplated in the Protection of Personal Information act 4 of 2013 ("popi") for purposes of any registration to be effected in the relevant deeds registry and matters ancillarythereto and for any transaction in respect of which the attorneys have been or will be mandated to attend to and/or such transaction/s involving the seller and/or the purchaser in respect of which attorneys have been or will be mandated by a bank as defined in the banks act 94 of 1990 to attend to and/or

such transaction to which the Seller and/or the Purchaser is/are otherwise a party to and all matters related to such transaction/s (“the purpose”).

20. The Seller and the Purchaser by their signature of this Agreement hereby:

- acknowledge their right to privacy and the right to have personal information processed in accordance with the requirements for the lawful processing of personal information;
- acknowledge that they fully understand the purpose for which their personal information is required and for which it will be used and consent to the sharing of their personal information with any relevant third party for purposes of the purpose;
- acknowledge that their personal information which they provide will be held and/or stored securely by the attorneys;
- declare that their personal information furnished is accurate, current, not misleading and that it is complete in all respects; and
- undertake to immediately advise the attorneys should there be a change in any of the personal information furnished.

20.1 Further special conditions:

Signed by the purchaser on this the _____ day of _____ 20__ at _____

The Purchaser 1

AS WITNESSES:

Witness

Witness

Signed by the purchaser on this the _____ day of _____ 20__ at _____

The Purchaser 2

AS WITNESSES:

Witness

Witness

Signed by the seller on this the _____ day of _____ 20____ at _____

The Seller 1

AS WITNESSES:

Witness

Witness

Signed by the Seller on this the _____ day of _____ 20____ at _____

The Seller 2

AS WITNESSES:

Witness

Witness

Signed by the Agent on this the _____ day of _____ 20____ at _____

The Agent

AS WITNESSES:

Witness

Witness

The Agent, by signing this Agreement accepts the benefit of clause 14 above and warrants that it has no direct or indirect interest in this Agreement and the transaction contemplated herein other than the agent's commission referred to in clause 14.

Important information for buyer/s of an EasySell property

EasySell appoints the transferring attorney.

As a buyer of an EasySell property you will qualify for a 50% discount on transfer - and bond registration fees PROVIDED that your bond to be registered is a Standard Bank bond and the bank appoints the bank's transferring attorney to attend to registration of your bond.

DO NOT submit your bond application before EasySell has accepted the offer and has informed you who the appointed transferring attorney is.

Once you apply via your bond originator or other channels, it is of the utmost importance to send an email, to which a copy of the bank's acceptance letter must be attached, to easysellfinance@standardbank.co.za. The email must also clearly reflect the application number of your bond application to Standard Bank.

EasySell will then make a note of your application and of the attorney to be allocated for the bond registration.

If the above mentioned process has not been followed and EasySell has not been made aware of your bond application, or where a bond application has been submitted prior to the bank's acceptance, the bank will be unable to reassign the bond instruction to the transferring attorney appointed by the bank and you will forfeit the said 50% discount on transfer- and bond registration fees.

A duly signed copy of this document must be attached to the offer to purchase and submitted via the estate agent.

I, _____, Estate Agent,
understand the above process and agree to adhere to it.

Signed at _____ on _____ 20____.

Signature of Estate Agent

I, _____, buyer 1 of the property, understand the above process and agree to adhere to it.

Signed at _____ on _____ 20____.

Signature of Buyer 1

I, _____, buyer 2 of the property, understand the above process and agree to adhere to it.

Signed at _____ on _____ 20____.

Signature of Buyer 2

INFORMATION SHEET

SELLER(S)		PURCHASER(S)
	Title and Full Name / Entity Name	
	Identity Number / Passport Number / Registration Number	
	Spouse Title and Full Name	
	Identity Number/ Passport Number of spouse	
	Date of marriage	
	Married in / out of community of property / unmarried / other	
	SARS Income tax Registration Numbers and VAT Number (if applicable)	
	CONTACT NUMBERS: MOBILE NUMBER HOME NUMBER BUSINESS NUMBER	
	E-MAIL ADDRESS	
	RESIDENTIAL ADDRESS	
	POSTAL ADDRESS	



Offer to Purchase Check List before submission

Documentation: MR	Yes	No
All pages must be initialed by purchaser, seller, witnesses and agent		
Signature page must be signed by all parties		
OTP completed in full, including buyer and seller details and address		
Purchase price stated		
If cash sale attach proof of funds		
Information sheet completed in full for both parties		
If married COP, make sure spouse has signed and all details of spouse annotated on the OTP and information sheet.		
Copy of ID for all parties		
Proof of residence not older than 3 months all parties		
Latest municipal account (seller)		
Latest levy statement if applicable (seller)		
Complex financial statements (if applicable)		
Property condition report signed by both parties		

Agent Signature