



G 68 G

S. 559.

STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

As 'n Nuusblad by die Poskantoor Geregistreer

Registered at the Post Office as a Newspaper

PRYS (AVB ingesluit) 30c PRICE (GST included)
BUITELANDS 40c ABROAD
POSVRY · POST FREE

Vol. 195]

KAAPSTAD, 18 SEPTEMBER 1981

[No. 7789

CAPE TOWN, 18 SEPTEMBER 1981

KANTOOR VAN DIE EERSTE MINISTER

OFFICE OF THE PRIME MINISTER

No. 1968.

18 September 1981.

No. 1968.

18 September 1981.

Hierby word bekend gemaak dat die Staatspresident sy goedkeuring geheg het aan die onderstaande Wet wat hierby ter algemene inligting gepubliseer word:—

It is hereby notified that the State President has assented to the following Act which is hereby published for general information:—

No. 68 van 1981: Wet op Vervreemding van Grond, 1981.

No. 68 of 1981: Alienation of Land Act, 1981.

ACT

To regulate the alienation of land in certain circumstances and to provide for matters connected therewith.

(English text signed by the State President.)

(Assented to 28 August 1981.)

BE IT ENACTED by the State President and the House of Assembly of the Republic of South Africa, as follows:—

Definitions.

1. (1) In this Act, unless the context otherwise indicates—
 - (i) “alienate”, in relation to land, means sell, exchange or donate, irrespective of whether such sale, exchange or donation is subject to a suspensive or resolutive condition, and “alienation” has a corresponding meaning; (xxi)
 - (ii) “contract”—
 - (a) means a deed of alienation under which land is sold against payment by the purchaser to, or to any person on behalf of, the seller of an amount of money in more than two instalments over a period exceeding one year;
 - (b) includes any agreement or agreements which together have the same import, whatever form the agreement or agreements may take; (x)
 - (iii) “deed of alienation” means a document under which land is alienated; (xxii)
 - (iv) “Deeds Registries Act” means the Deeds Registries Act, 1937 (Act No. 47 of 1937); (xvi)
 - (v) “deeds registry” means a deeds registry as defined in section 102 of the Deeds Registries Act, including the office of the registrar of Rand townships; (xv)
 - (vi) “erf” means an erf as defined in section 102 of the Deeds Registries Act; (v)
 - (vii) “estate agent” means an estate agent as defined in section 1 of the Estate Agents Act, 1976 (Act No. 112 of 1976); (iv)
 - (viii) “insolvent” means—
 - (a) any person whose estate is under sequestration in terms of the Insolvency Act, 1936 (Act No. 24 of 1936);
 - (b) any insolvent deceased estate which is dealt with in terms of the provisions of section 34 (5) of the Administration of Estates Act, 1965 (Act No. 66 of 1965);
 - (c) any juristic person in liquidation which is unable to pay its debts;

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

WET

Om die vervreemding van grond onder sekere omstandighede te reël en om voorsiening te maak vir aangeleenthede wat daarmee in verband staan.

(Engelse teks deur die Staatspresident geteken.)
(Goedgekeur op 28 Augustus 1981.)

DAAR WORD BEPAAL deur die Staatspresident en die Volksraad van die Republiek van Suid-Afrika, soos volg:—

1. (1) In hierdie Wet, tensy uit die samehang anders blyk, Woordomskrywing. beteken—
 - 5 (i) „dorp” ook grond wat onder ’n dorpsaanleg- of dorpsbeplanningskema wat ingevolge die een of ander wet in werking of bindend is, of ’n wysiging daarvan, val; (xxiv)
 - (ii) „eenheid” ’n eenheid soos omskryf in artikel 1 van die Wet op Deeltitels, en ook enige voorgestelde eenheid; (xxv)
 - (iii) „eienaar”, met betrekking tot grond, die persoon in wie se naam daardie grond in die betrokke aktekan- toor geregistreer is, en enige regsopvolger van so ’n persoon; (xiii)
 - 15 (iv) „eiendomsagent” ’n eiendomsagent soos omskryf in artikel 1 van die Wet op Eiendomsagente, 1976 (Wet No. 112 van 1976); (vii)
 - (v) „erf” ’n erf soos omskryf in artikel 102 van die Registrasie van Aktes Wet; (vi)
 - 20 (vi) „grond”—
 - (a) ook—
 - (i) enige eenheid;
 - (ii) enige reg om oordrag van grond te eis;
 - 25 (iii) ’n onverdeelde aandeel in grond;
 - (b) ook, in Hoofstukke I en III, enige belang in grond, behalwe ’n reg of belang wat kragtens die Wet op die Registrasie van Myntitels, 1967 (Wet No. 16 van 1967), geregistreer is of vir registrasie geskik is;
 - 30 (c) in Hoofstuk II—
 - (i) grond wat hoofsaaklik vir woondoeleindes gebruik word of wat bestem is om hoofsaak- lik aldus gebruik te word;
 - 35 (ii) nie ook—
 - (aa) landbougrond soos omskryf in artikel 1 van die Wet op die Onderverdeling van Landbougrond, 1970 (Wet No. 70 van 1970), nie;
 - 40 (bb) grond wat deel uitmaak van ’n afgeson- derde Swart gebied soos omskryf in artikel 49 van die Ontwikkelingstrust en Grond Wet, 1936 (Wet No. 18 van

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

- (d) any person whose estate is dealt with in terms of section 28 (5) of the Agricultural Credit Act, 1966 (Act No. 28 of 1966); (ix)
- (ix) "intermediary" means—
 - (a) any person who sells land to a remote purchaser; 5
or
 - (b) subject to the provisions of subsection (2), any person who has alienated land which, after such alienation, is sold by another person to a remote purchaser and which, at the time of the sale, has 10 yet to be transferred to such first-mentioned person; (xix)
- (x) "land"—
 - (a) includes—
 - (i) any unit; 15
 - (ii) any right to claim transfer of land;
 - (iii) any undivided share in land;
 - (b) includes, in Chapters I and III, any interest in land, other than a right or interest registered or capable of being registered in terms of the Mining 20 Titles Registration Act, 1967 (Act No. 16 of 1967);
 - (c) in Chapter II—
 - (i) means any land used or intended to be used mainly for residential purposes; 25
 - (ii) excludes—
 - (aa) agricultural land as defined in section 1 of the Subdivision of Agricultural Land Act, 1970 (Act No. 70 of 1970);
 - (bb) land which forms part of any scheduled 30 Black area as defined in section 49 of the Development Trust and Land Act, 1936 (Act No. 18 of 1936), or of a released area contemplated in section 2 of the said Act; 35
 - (cc) land to which the provisions of the Rural Coloured Areas Act, 1963 (Act No. 24 of 1963), apply;
 - (dd) land which is held in trust by the State or a Minister for any person; (vi) 40
 - (xi) "local authority" means any institution or body contemplated in section 84 (1) (f) of the Republic of South Africa Constitution Act, 1961 (Act No. 32 of 1961), which has been established or constituted by or under any ordinance of a provincial council or in relation to 45 which a provincial council may make ordinances; (xiii)
 - (xii) "Minister" means the Minister of Industries, Commerce and Tourism; (xii)
 - (xiii) "owner", in relation to land, means the person in whose name that land is registered in the deeds office 50 concerned, and also any successor in title of such person; (iii)
 - (xiv) "practitioner" means a practitioner as defined in section 1 of the Attorneys Act, 1979 (Act No. 53 of 1979); (xiv) 55
 - (xv) "prescribe" means prescribe by regulation; (xxiv)
 - (xvi) "purchaser", in Chapter II, means any person to whom land is alienated under a contract; (xi)
 - (xvii) "registrable", in relation to land, means capable of being registered as the subject of a separate title deed 60 in a deeds registry, in that in the case of—
 - (a) an erf a register has been opened in terms of the Deeds Registries Act in respect of the township in which the erf is situated;
 - (b) a unit a sectional titles register has been opened in 65 terms of the Sectional Titles Act in respect of the building or buildings comprised in a scheme as

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

- 1936), of van 'n oopgestelde gebied in artikel 2 van genoemde Wet beoog nie;
- (cc) grond waarop die bepalings van die Wet op Landelike Kleurlinggebiede, 1963 (Wet No. 24 van 1963), van toepassing is nie;
- (dd) grond wat die Staat of 'n Minister vir enigiemand in trust besit nie; (x)
- (vii) „herroepbare Wet” die Wet op die Verkoop van Grond op Afbetaling, 1971 (Wet No. 72 van 1971); (xx)
- (viii) „hierdie Wet” ook enige regulasie of kennisgewing ingevolge hierdie Wet; (xxiii)
- (ix) „insolvent”—
- (a) enigiemand wie se boedel ingevolge die Insolvensiewet, 1936 (Wet No. 24 van 1936), onder sekwestrasie is;
- (b) enige insolvente bestorwe boedel waarmee ingevolge die bepalings van artikel 34 (5) van die Boedelwet, 1965 (Wet No. 66 van 1965), gehandel word;
- (c) enige regspersoon in likwidasië wat nie in staat is om sy skulde te betaal nie;
- (d) enige persoon met wie se boedel gehandel word kragtens artikel 28 (5) van die Wet op Landboukrediet, 1966 (Wet No. 28 van 1966); (viii)
- (x) „kontrak”—
- (a) 'n vervreemdingsakte waarkragtens grond verkoop word teen 'n betaling deur die koper aan die verkoper of aan enige persoon ten behoeve van die verkoper van 'n bedrag geld in meer as twee paaiemente oor 'n tydperk van meer as een jaar;
- (b) ook enige ooreenkoms of ooreenkomste wat tesame dieselfde strekking het, watter vorm die ooreenkoms of ooreenkomste ook al mag aanneem; (ii)
- (xi) „koper”, in Hoofstuk II, enige persoon aan wie grond ingevolge 'n kontrak vervreem word; (xvi)
- (xii) „Minister” die Minister van Nywerheidswese, Handel en Toerisme; (xii)
- (xiii) „plaaslike bestuur” enige instelling of liggaam beoog in artikel 84 (1) (f) van die Grondwet van die Republiek van Suid-Afrika, 1961 (Wet No. 32 van 1961), wat by of kragtens 'n ordonnansie van 'n provinsiale raad gestig of ingestel is of in verband waarmee 'n provinsiale raad ordonnansies kan maak; (xi)
- (xiv) „praktisyn” 'n praktisyn soos omskryf in artikel 1 van die Wet op Prokureurs, 1979 (Wet No. 53 van 1979); (xiv)
- (xv) „registrasiekantoor” 'n registrasiekantoor soos omskryf in artikel 102 van die Registrasie van Aktes Wet, en ook die kantoor van die registrateur van Randdorpe; (v)
- (xvi) „Registrasie van Aktes Wet” die Registrasie van Aktes Wet, 1937 (Wet No. 47 van 1937); (iv)
- (xvii) „registreerbaar”, met betrekking tot grond, vatbaar vir registrasie as die onderwerp van 'n afsonderlike titelbewys in 'n registrasiekantoor, deurdat in die geval van—
- (a) 'n erf 'n register geopen is ingevolge die Registrasie van Aktes Wet ten opsigte van die dorp waarin die erf geleë is;
- (b) 'n eenheid 'n deeltitelregister geopen is ingevolge die Wet op Deeltitels ten opsigte van die gebou of geboue vervat in 'n skema soos omskryf in artikel 1 van daardie Wet en met betrekking tot die eenheid; en
- (c) 'n onderverdeling van grond aan die vereistes van enige wet met betrekking tot die onderverdeling voldoen is; (xvii)

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

- defined in section 1 of that Act and referring to the unit; and
- (c) a subdivision of land the requirements of any law relating to the subdivision have been complied with; (xvii) 5
- (xviii) "regulation" means a regulation made under this Act; (xviii)
- (xix) "remote purchaser", in relation to land, means, subject to the provisions of subsection (3), any person who purchases land in terms of a contract from 10 another person who is not the owner of that land; (xxiii)
- (xx) "repealed Act" means the Sale of Land on Instalments Act, 1971 (Act No. 72 of 1971); (vii)
- (xxi) "Sectional Titles Act" means the Sectional Titles Act, 1971 (Act No. 66 of 1971); (xxv)
- (xxii) "seller" means, in Chapter II, any person who alienates land in terms of a contract or any other person to whom the obligation of that person to give transfer of land in terms of a contract has passed; (xx) 20
- (xxiii) "this Act" includes any regulation or notice in terms of this Act; (viii)
- (xxiv) "township" includes any land which is subject to a town planning scheme in operation or binding under any law or an amendment thereof; (i) 25
- (xxv) "unit" means a unit as defined in section 1 of the Sectional Titles Act and includes any proposed unit. (ii)
- (2) Any person who is an intermediary in terms of paragraph (b) of the definition of "intermediary" in subsection (1), ceases to be such when the land referred to in that paragraph is 30 registered in his name.
- (3) Any person who is a remote purchaser in terms of the definition of "remote purchaser" in subsection (1), ceases to be such when the land referred to in that definition is registered in the name of the other person mentioned in that definition. 35

CHAPTER I

FORMALITIES IN RESPECT OF DEEDS OF ALIENATION

Formalities in respect of alienation of land.

2. (1) No alienation of land after the commencement of this section shall, subject to the provisions of section 28, be of any force or effect unless it is contained in a deed of alienation 40 signed by the parties thereto or by their agents acting on their written authority.

(2) The provisions of subsection (1) relating to signature by the agent of a party acting on the written authority of the party, shall not derogate from the provisions of any law relating to the 45 making of a contract in writing by a person professing to act as agent or trustee for a company not yet formed, incorporated or registered.

Application of Act to sales of land by public auction.

3. (1) The provisions of section 2 do not apply to the sale of land by public auction. 50

(2) If in terms of such sale the purchase price or any other charges is or are payable by the purchaser in more than two instalments over a period exceeding one year—

(a) the provisions of this Act apply to that sale as if it were a sale under a contract; 55

(b) in such application of section 6, the conditions of sale determined in terms thereof shall be read in public immediately before the auction; and

(c) the seller shall forthwith after the auction furnish the purchaser with a copy of the contract, failing which the 60 purchaser may cancel the sale.

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

- (xviii) „regulasie” ’n regulasie kragtens hierdie Wet uitgevaardig; (xviii)
- (xix) „tussenpersoon”—
- 5 (a) ’n persoon wat grond aan ’n verwyderde koper verkoop; of
- (b) behoudens die bepalings van subartikel (2), ’n persoon wat grond vervreem het wat na dié vervreemding deur ’n ander persoon aan ’n verwyderde koper verkoop word en wat tydens
- 10 die verkoping nog aan eersgenoemde persoon oorgedra moet word; (ix)
- (xx) „verkoper”, in Hoofstuk II, iemand wat grond ingevolge ’n kontrak vervreem, of enige ander persoon op wie die verpligting van daardie persoon om oordrag van die grond ingevolge ’n kontrak te gee, oorgegaan
- 15 het; (xxii)
- (xxi) „vervreem”, met betrekking tot grond, verkoop, ruil of skenk, ongeag of so ’n verkoping, ruil of skenking onderworpe is aan ’n opskortende of ontbindende voorwaarde, en het „vervreemding” ’n ooreenstemmende betekenis; (i)
- 20 (xxii) „vervreemdingsakte” ’n stuk waarkragtens grond vervreem word; (iii)
- (xxiii) „verwyderde koper”, met betrekking tot grond, behoudens die bepalings van subartikel (3), enige persoon wat grond ingevolge ’n kontrak van ’n ander persoon koop wat nie die eienaar van daardie grond is nie; (xix)
- 25 (xxiv) „voorskryf” by regulasie voorskryf; (xv)
- 30 (xxv) „Wet op Deeltitels” die Wet op Deeltitels, 1971 (Wet No. 66 van 1971). (xxi)

(2) Iemand wat ’n tussenpersoon is ingevolge paragraaf (b) van die omskrywing van „tussenpersoon” in subartikel (1), hou op om sodanige tussenpersoon te wees wanneer die grond in

35 daardie paragraaf bedoel op sy naam geregistreer word.

(3) Iemand wat ’n verwyderde koper is ingevolge die omskrywing van „verwyderde koper” in subartikel (1), hou op om sodanige verwyderde koper te wees wanneer die grond in daardie omskrywing bedoel op die naam van die ander persoon

40 in daardie omskrywing vermeld, geregistreer word.

HOOFSTUK I

FORMALITEITE TEN OPSIGTE VAN VERFREEMDINGSAKTES

2. (1) Geen vervreemding van grond na die inwerkingtreding van hierdie artikel is, behoudens die bepalings van artikel 28,

45 van krag nie tussendeur dit vervat is in ’n vervreemdingsakte wat deur die partye daarby of deur hulle agente, handelende op hulle skriftelike gesag, onderteken is.

Formaliteite ten opsigte van vervreemding van grond.

(2) Die bepalings van subartikel (1) met betrekking tot ondertekening deur die agent van ’n party handelende op die

50 skriftelike gesag van die party, doen nie afbreuk aan die bepalings van enige wet met betrekking tot die aangaan van ’n skriftelike kontrak deur iemand wat beweer dat hy as agent of trustee van ’n maatskappy wat opgerig, geïnkorporeer of geregistreer staan te word, optree nie.

55 3. (1) Die bepalings van artikel 2 geld nie met betrekking tot die verkoop van grond per openbare veiling nie.

Toepassing van Wet op verkopings van grond per openbare veiling.

(2) Indien ingevolge bedoelde verkoping die koopprys of enige ander geld deur die koper betaalbaar is by wyse van meer as twee paaielemente oor ’n tydperk van meer as een jaar—

60 (a) is die bepalings van hierdie Wet op daardie verkoping van toepassing asof dit ’n verkoping kragtens ’n kontrak was;

(b) moet, by sodanige toepassing van artikel 6, die verkoopsvoorwaardes daarvolgens bepaal, onmiddellik voor die veiling in die openbaar uitgelees word; en

65 (c) moet die verkoper onmiddellik na die veiling ’n afskrif van die kontrak aan die koper verstrek, by ontstentenis waarvan die koper die verkoping kan opse.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

CHAPTER II

SALE OF LAND ON INSTALMENTS

Application of
Chapter.

4. This Chapter shall not apply in respect of a contract in terms of which the State, the Community Development Board established by section 2 of the Community Development Act, 1966 (Act No. 3 of 1966), the National Housing Commission mentioned in section 5 of the Housing Act, 1966 (Act No. 4 of 1966), or a local authority is the seller.

Language in which
contract shall be
drawn up.

5. The purchaser in relation to a contract is entitled to choose the official language in which the contract shall be drawn up.

Contents of con-
tract.

6. (1) A contract shall contain—
- (a) the names of the purchaser and the seller and their residential or business addresses in the Republic;
 - (b) the description and extent of the land which is the subject of the contract;
 - (c) if the seller is not the owner of the land, the name and address of that owner;
 - (d) if the land is encumbered by a mortgage bond, the name and address of the person, or his representative or, in the case of a participation bond, the name and address of the nominee company, or its representative, in favour of whom the mortgage bond over the land is registered at the time the contract is concluded;
 - (e) the amount of the purchase price;
 - (f) the annual rate at which interest, if any, is to be paid on the balance of the purchase price;
 - (g) the amount of each instalment payable under the contract in reduction or settlement of the purchase price and interest (if any);
 - (h) the due date or the method of determining the due date of each instalment;
 - (i) if the land is sold by an intermediary, the name and address of every other intermediary who alienated the land prior to the date the contract is concluded;
 - (j) the amount or amounts of any transfer duty (if any) payable in terms of the Transfer Duty Act, 1949 (Act No. 40 of 1949), in respect of the land, and the name of the person or persons by whom such duty is to be paid;
 - (k) the dates on which and the conditions on which the purchaser shall be entitled to take possession and occupation of the land;
 - (l) the place where the payments shall be made;
 - (m) the date on which the risk, profit and loss of the land shall pass to the purchaser;
 - (n) a statement of the obligation (if any) of the purchaser to insure the subject matter of the contract;
 - (o) a statement of any amount payable in respect of endowment, improvement or any other matter in terms of any law in relation to the land at the time the contract is concluded and of the payment thereof and, if such amount has not been so paid, an indication of the person to and the person by whom it is so payable;
 - (p) an indication of the party who shall be liable for the payment of the costs of—
 - (i) the drafting of the contract;
 - (ii) the recording thereof in terms of section 20; and
 - (iii) the transfer of the land;
 - (q) if the land is not the subject of a separate title deed at the time the contract is concluded, the latest date at which the land shall be registrable in the name of the purchaser;

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

HOOFSTUK II

VERKOOP VAN GROND OP AFBETALING

4. Hierdie Hoofstuk is nie van toepassing nie ten opsigte van 'n kontrak waarvolgens die Staat, die Gemeenskapsontwikkelingsraad ingestel by artikel 2 van die Wet op Gemeenskapsontwikkeling, 1966 (Wet No. 3 van 1966), die Nasionale Behuisingskommissie vermeld in artikel 5 van die Behuisingswet, 1966 (Wet No. 4 van 1966), of 'n plaaslike bestuur die verkoper is. Toepassing van Hoofstuk.
5. Die koper met betrekking tot 'n kontrak is geregtig om die 10 amptelike taal te kies waarin die kontrak opgestel moet word. Taal waarin kontrak opgestel moet word.
6. (1) 'n Kontrak moet bevat— Inhoud van kontrak.
- (a) die name van die koper en verkoper en hulle woon- of sake-adresse in die Republiek;
- 15 (b) die beskrywing en grootte van die grond wat die onderwerp van die kontrak is;
- (c) indien die verkoper nie die eienaar van die grond is nie, die naam en adres van daardie eienaar;
- 20 (d) indien die grond met 'n verband beswaar is, die naam en adres van die persoon of sy verteenwoordiger, of in die geval van 'n deelnemingsverband, die naam en adres van die benoemde maatskappy, of sy verteenwoordiger, ten gunste van wie die verband oor die grond ten tyde van die sluiting van die kontrak geregistreer is;
- 25 (e) die bedrag van die koopprys;
- (f) die jaarlikse koers waarteen rente (as daar is) op die saldo van die koopprys betaalbaar is;
- (g) die bedrag van elke paalement betaalbaar ingevolge die kontrak ter vermindering of vereffening van die 30 koopprys en rente (as daar is);
- (h) die vervaldatum of die wyse van berekening van die vervaldatum van elke paalement;
- (i) indien die grond deur 'n tussenpersoon verkoop word, die naam en adres van elke ander tussenpersoon wat 35 voor die datum waarop die kontrak gesluit word, die grond vervreem het;
- (j) die bedrag of bedrae van enige hereregte (as daar is) wat kragtens die Wet op Hereregte, 1949 (Wet No. 40 van 1949), ten opsigte van die grond betaalbaar is, en 40 die naam van die persoon of persone deur wie sodanige regte betaalbaar is;
- (k) die datums waarop en die voorwaardes waarop die koper geregtig sal wees om besit en okkupasie van die grond te neem;
- 45 (l) die plek waar die betalings gedoen moet word;
- (m) die datum waarop die risiko, wins en verlies van die grond op die koper oorgaan;
- (n) 'n vermelding van die verpligting (as daar is) van die koper om die onderwerp van die kontrak te verseker;
- 50 (o) 'n vermelding van 'n bedrag ten opsigte van 'n begiftiging, verbetering of enige ander aangeleentheid ingevolge die een of ander wet met betrekking tot die grond ten tyde van die sluiting van die kontrak betaalbaar (as daar is) en van die betaling daarvan en, 55 indien genoemde bedrag nie aldus betaal is nie, 'n aanduiding van die persoon aan en die persoon deur wie dit aldus betaalbaar is;
- (p) 'n aanduiding van die party wat aanspreeklik is vir die betaling van die koste van—
- 60 (i) die opstel van die kontrak;
- (ii) die optekening daarvan kragtens artikel 20; en
- (iii) die oordrag van die grond;
- (q) indien die grond nie die onderwerp van 'n afsonderlike titelbewys ten tyde van die sluiting van die kontrak is 65 nie, die laatste datum waarop die grond op die naam van die koper registreerbaar sal wees;

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

- (r) if the seller is the owner of the land, an undertaking by him that the land shall not be encumbered or further encumbered by a mortgage bond on or before the date on which the contract is recorded in terms of section 20; 5
- (s) the period within which the purchaser is obliged or may be compelled to take transfer of the land against simultaneous payment of all amounts owed by him in terms of the contract; 5
- (t) a reference to— 10
 - (i) the right of a purchaser under section 11 to perform the obligations of the owner or an intermediary; 10
 - (ii) the right of the purchaser under section 17 to accelerate payments in terms of the contract and to claim transfer of the land against simultaneous payment of all the amounts payable by him to the seller in terms of the contract; 15
 - (iii) the right of the purchaser under section 20 to have the contract recorded; 20
 - (iv) the rights and remedies of the purchaser under sections 13 (2), 16 (3), 23 and 27; 20
 - (v) the obligation of the purchaser—
 - (aa) in terms of section 9 to give the information referred to in that section to any mortgagee; 25
 - (bb) in terms of section 15 (2) to accept a mortgage bond arranged in terms of that section on his behalf; 25
 - (cc) in terms of section 21 (1) to give the information referred to in that section to the owner of the land; 30
 - (vi) the limitation in terms of section 19 of the right of the seller to take action by reason of any breach of contract on the part of the purchaser. 30

(2) The date which is stated in a contract in terms of subsection (1) (m), shall not be earlier than the date which is stated therein in terms of subsection (1) (k) as the date on which the purchaser shall be entitled to take possession of the land. 35

(3) The aggregate amount of the instalments referred to in subsection (1) (g) which are to be paid during any of successive periods of 12 months following on the date of the contract, shall not be less than the interest which, in terms of the contract, would become payable during that period if all instalments were paid timeously. 40

(4) The date stated in a contract in terms of subsection (1) (q), shall not be later than five years from the date of the contract. 45

(5) If for whatever reason the seller is unable, after the date referred to in subsection (4), to tender transfer of the land against simultaneous payment of all the amounts payable to him by the purchaser in terms of the contract, the purchaser may cancel the contract, in which event the parties shall be entitled to the relief provided for in section 28 (1), or the purchaser may abide by the contract, in which event no interest shall be payable by him in terms of the contract as from the date in question until such time as such transfer is tendered: Provided that this subsection shall not detract from any additional claim for damages which the purchaser may have. 50 55

Sale of land encumbered by mortgage bond.

7. (1) If the land sold in terms of a contract is encumbered by one or more than one mortgage bond, the seller shall within 30 days after the conclusion of the contract hand to the purchaser or send to him by registered post a certificate, drawn up and dated not more than four months before the conclusion of the contract, by each mortgagee, in which is indicated the amount the mortgagee requires to be paid in terms of section 9 for the discharge of his mortgage bond or for the release of the land from his mortgage bond, as the case may be, as well as the rate 60 65

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

- (r) indien die verkoper die eienaar van die grond is, 'n onderneming deur hom dat die grond nie met 'n verband of 'n verdere verband beswaar sal word op of voor die datum waarop die kontrak ingevolge artikel 20 opgeteken word nie;
- (s) die tydperk waarbinne die koper verplig is of gedwing kan word om oordrag van die grond te neem teen gelyktydige betaling van alle bedrae wat deur hom ingevolge die kontrak verskuldig is;
- (t) 'n verwysing na—
- (i) die reg van die koper kragtens artikel 11 om die verpligtings van die eienaar of 'n tussenpersoon na te kom;
- (ii) die reg van die koper kragtens artikel 17 om betalings ingevolge die kontrak te vervroeg en om oordrag van die grond te eis teen gelyktydige betaling van alle bedrae wat ingevolge die kontrak deur hom aan die verkoper betaalbaar is;
- (iii) die reg van die koper ingevolge artikel 20 om die kontrak te laat opteken;
- (iv) die regte en regsmiddels van die koper kragtens artikels 13 (2), 16 (3), 23 en 27;
- (v) die verpligting van die koper—
- (aa) ingevolge artikel 9 om die inligting bedoel in daardie artikel aan enige verbandhouer te verstrek;
- (bb) ingevolge artikel 15 (2) om 'n verband te aanvaar wat ingevolge daardie artikel namens hom gereël is;
- (cc) ingevolge artikel 21 (1) om die inligting bedoel in daardie artikel aan die eienaar van die grond te verstrek;
- (vi) die beperking ingevolge artikel 19 van die reg van die verkoper om stappe te doen weens 'n kontrakbreuk deur die koper.
- (2) Die datum wat ingevolge subartikel (1) (m) in 'n kontrak vermeld word, mag nie vroeër wees nie as die datum wat ingevolge subartikel (1) (k) daarin vermeld word as die datum waarop die koper geregtig is om besit van die grond te neem.
- (3) Die totale bedrag van die paaielemente bedoel in subartikel (1) (g) wat tydens enige van die agtereenvolgende tydperke van 12 maande wat volg op die datum van die kontrak betaal moet word, mag nie minder wees nie as die rente wat ingevolge die kontrak betaalbaar sou word gedurende sodanige tydperk indien alle paaielemente betyds betaal is.
- (4) Die datum wat ingevolge subartikel (1) (q) in die kontrak vermeld word, mag nie later as vyf jaar na die datum van die kontrak wees nie.
- (5) Indien die verkoper om watter rede ook al na die datum bedoel in subartikel (4) nie in staat is om oordrag van die grond aan te bied nie teen gelyktydige betaling van al die bedrae wat ingevolge die kontrak deur die koper aan hom betaalbaar is, kan die koper die kontrak opsê, in welke geval die partye geregtig is op die regshulp waarvoor daar in artikel 28 (1) voorsiening gemaak word, of die koper die kontrak in stand kan hou, in welke geval geen rente vanaf die betrokke datum tot tyd en wyl sodanige oordrag aangebied word ingevolge die kontrak deur hom betaalbaar is nie: Met dien verstande dat hierdie subartikel nie afbreuk doen aan enige bykomende eis om skadevergoeding wat die koper mag hê nie.
7. (1) Indien die grond wat ingevolge 'n kontrak verkoop is, met een of meer as een verband beswaar is, moet die verkoper binne 30 dae na die sluiting van die kontrak, aan die koper 'n sertifikaat, deur elke verbandhouer verstrek, wat opgestel en gedateer is nie meer as vier maande voor die sluiting van die kontrak nie, oorhandig of dit per aangetekende pos aan hom stuur, in welke sertifikaat die bedrag aangetoon moet word wat die verbandhouer vereis ingevolge artikel 9 betaal moet word om sy verband af te los of om die grond van sy verband vry te

Verkoop van grond
wat met verband
beswaar is.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

or rates at which interest shall be levied as from the date of the certificate.

(2) Any certificate contemplated in subsection (1) shall irrevocably bind the mortgagee concerned and any successor in title of him for a period of four months as from the date of such certificate, and shall operate in favour of any person to whom the land is or has been alienated.

(3) If—

(a) a seller fails to furnish the purchaser with a certificate as provided in subsection (1) within the period referred to in that subsection; or

(b) the amount or aggregate amounts indicated in the certificate or certificates contemplated in subsection (1) exceed the amount stated in the contract in terms of section 6 (1) (e),

the purchaser is entitled within 14 days after the period referred to in paragraph (a) has expired, or after receipt of the certificate or certificates referred to in paragraph (b), as the case may be, to cancel the contract, in which case the parties are entitled to the relief provided for in section 28 (1).

Sale of land by intermediary.

8. (1) If land is sold by an intermediary, that intermediary shall within 30 days after the date of the contract hand or send to the purchaser by registered post a certificate bearing a date and furnished not more than 30 days before the conclusion of the contract by—

(a) the person who alienated the land to that intermediary; and

(b) every other person who alienated that land to an intermediary prior to the conclusion of the contract.

(2) The certificate referred to in subsection (1) shall indicate the amount owed at the date of the certificate in respect of the land to the person who furnished it and shall be signed by that person in the presence of two witnesses, who shall attest to that signature on the certificate.

(3) If—

(a) the seller fails to furnish the purchaser with a certificate as provided in subsection (1) within the period referred to in that subsection; or

(b) the amount of such certificate exceeds the amount stated in the contract in terms of section 6 (1) (e), the purchaser is entitled within 14 days after the period referred to in subsection (1) has expired, or after receipt of the certificate, as the case may be, to cancel the contract, in which case the parties are entitled to the relief provided for in section 28 (1).

Disclosure to purchaser of release figure in respect of land encumbered by mortgage bond.

9. (1) When land encumbered by a mortgage bond is sold in terms of a contract, the purchaser shall forthwith notify the mortgagee of—

(a) the conclusion of that contract;

(b) his address contemplated in section 23 and any change of that address; and

(c) such other particulars in respect of the contract as the mortgagee may reasonably require to be furnished to him.

(2) (a) A mortgagee who has been notified by a purchaser in terms of subsection (1) shall, at least 21 days before instituting legal proceedings against the mortgagor on the mortgage bond, inform the purchaser, by written notice sent to him by registered post at his address referred to in subsection (1) (b), of his intention to do so.

(b) For the purposes of paragraph (a), proceedings are deemed to be instituted on the date on which summons is issued or the notice of motion is filed, as the case may be.

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

stel, na gelang van die geval, sowel as die koers of koerse waarteen rente gehef word vanaf die datum van die sertifikaat.

(2) Enige sertifikaat bedoel in subartikel (1) verbind die betrokke verbandhouer en enige regsopvolger van hom onherroeplik vir 'n tydperk van vier maande vanaf die datum van daardie sertifikaat en strek tot voordeel van enigiemand aan wie die grond vervreem word of is.

(3) Indien—

(a) 'n verkoper versuim om die koper van 'n sertifikaat te voorsien soos bepaal in subartikel (1) binne die tydperk bedoel in daardie subartikel; of

(b) die bedrag of totale bedrae wat aangetoon word in die sertifikaat of sertifikate bedoel in subartikel (1) die bedrag oorskry wat ingevolge artikel 6 (1) (e) in die kontrak vermeld word,

is die koper geregtig om binne 14 dae nadat die tydperk bedoel in paragraaf (a) verstryk het of na ontvangs van die sertifikaat of sertifikate bedoel in paragraaf (b), na gelang van die geval, die kontrak op te sê, in welke geval die partye geregtig is op die regshulp waarvoor daar in artikel 28 (1) voorsiening gemaak word.

8. (1) Indien grond deur 'n tussenpersoon verkoop word, moet daardie tussenpersoon binne 30 dae na die datum van die kontrak 'n sertifikaat wat gedateer is aan die koper oorhandig of per aangetekende pos aan hom stuur, en wat nie meer as 30 dae nie voor die sluiting van die kontrak verstrekkend is deur—

(a) die persoon wat die grond aan die tussenpersoon vervreem het; en

(b) elke ander persoon wat die grond aan 'n tussenpersoon vervreem het voordat die kontrak gesluit is.

(2) Die sertifikaat bedoel in subartikel (1) moet die bedrag aantoon wat op die datum van die sertifikaat ten opsigte van die grond aan die persoon wat dit uitgereik het, verskuldig is, en moet deur daardie persoon onderteken word in die teenwoordigheid van twee getuies, wat op die sertifikaat aangaande daardie ondertekening moet attesteer.

(3) Indien—

(a) die verkoper versuim om die koper van 'n sertifikaat te voorsien soos bepaal in subartikel (1) binne die tydperk in daardie subartikel bedoel; of

(b) die bedrag van sodanige sertifikaat die bedrag wat in die kontrak ingevolge artikel 6 (1) (e) vermeld word, oorskry,

is die koper geregtig om binne 14 dae na verstryking van die tydperk bedoel in subartikel (1) of na ontvangs van die sertifikaat, na gelang van die geval, die kontrak op te sê, in welke geval die partye geregtig is op die regshulp waarvoor daar in artikel 28 (1) voorsiening gemaak word.

9. (1) Wanneer grond wat met 'n verband beswaar is ingevolge 'n kontrak verkoop word, moet die koper onverwyld die verbandhouer in kennis stel van—

(a) die sluiting van daardie kontrak;

(b) sy adres beoog in artikel 23 en enige verandering van daardie adres; en

(c) die ander besonderhede ten opsigte van die kontrak wat die verbandhouer redelikerwys mag vereis aan hom verstrekkend moet word.

(2) (a) 'n Verbandhouer aan wie 'n koper kragtens subartikel (1) kennis gegee het, moet minstens 21 dae voordat hy 'n geding uit hoofde van die verband teen die verbandgewer instel, die koper van sy voorneme verwittig deur skriftelike kennisgewing per aangetekende pos gestuur aan die koper aan sy adres bedoel in subartikel (1) (b).

(b) By die toepassing van paragraaf (a) word 'n geding geag ingestel te wees op die datum waarop die dagvaarding uitgereik of die kennisgewing van mosie ingedien is, na gelang van die geval.

Verkoop van grond deur tussenpersoon.

Bekendmaking aan koper van vrystellingsyfer ten opsigte van grond wat met verband beswaar is.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

(c) Any mortgagee who fails to comply with the provisions of paragraph (a) shall, notwithstanding the provisions of subsection (3), at no time require the purchaser to pay the costs of any legal proceedings contemplated in that paragraph, for the discharge of or release of the land from the mortgage bond concerned: Provided that if the mortgagee who failed to give notice in terms of paragraph (a) should subsequently give such notice, the amount of such costs incurred after expiry of 21 days from the date of the last-mentioned notice may be included in the amount required for the discharge of or the release of the land from the mortgage bond, as the case may be.

(3) Any purchaser may, if the land in question is—

(a) encumbered by a mortgage bond but not together with other land, require the mortgagee to furnish him with a certificate bearing a date and in which are stated the amount required by the mortgagee for the discharge of his mortgage bond, and the rate or rates at which interest is to be paid thereon; or

(b) encumbered by a mortgage bond together with other land, require the mortgagee to furnish him with a certificate bearing a date and in which are stated the amount required by the mortgagee for the release of the land from his mortgage bond, and the rate or rates at which interest is to be paid thereon,

which amount shall, in either case, not exceed the amount contemplated in section 7 (1) together with interest and the amounts, or if the land is encumbered together with other land by the same mortgage bond, a proportionate share of the amounts, which a building society may recover in terms of section 48 of the Building Societies Act, 1965 (Act No. 24 of 1965), less—

(i) in a case referred to in paragraph (a), any amount paid by or on behalf of the purchaser or mortgagor in redemption of the mortgage bond; or

(ii) in a case referred to in paragraph (b), a proportionate share of any amount paid by or on behalf of the mortgagor in redemption of the mortgage bond as well as any amount paid by the purchaser in terms of section 11 (1) (a) (i).

(4) The proportionate share referred to in subsection (3) shall be determined in accordance with the ratio which the amount required to be paid for the release of the land from the mortgage bond mentioned in the certificate referred to in section 7 (1) bears to the balance outstanding under that mortgage bond at the time when the certificate was issued.

(5) A request for a certificate referred to in subsection (3) shall be addressed to the mortgagee in writing and shall be accompanied by the fee prescribed from time to time in respect of mortgage bonds of the class to which the mortgage bond concerned belongs.

(6) Any mortgagee who receives any such request, shall within 21 days from the date of that request furnish the purchaser concerned with such a certificate, but shall not be obliged to do so more often than three times in any calendar year.

(7) Any such certificate shall irrevocably bind the mortgagee concerned and his successor or successors in title for a period of four months from the date of such certificate, and shall operate in favour of any person to whom the land is or has been alienated.

(8) If a contract has been recorded in terms of section 20, a mortgagee in whose favour a mortgage bond over the land concerned is registered subsequent to such recording, is deemed to have consented irrevocably and unconditionally in favour of the purchaser whose contract was so recorded or any person to whom such land is subsequently alienated, to the discharge of his mortgage bond or the release of the land from his mortgage bond.

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

(c) Enige verbandhouer wat versuim om aan die bepalings van paragraaf (a) te voldoen, mag, ondanks die bepalings van subartikel (3), op geen tydstip van die koper vereis om die koste van 'n geding bedoel in daardie paragraaf vir die aflossing van die betrokke verband of die vrystelling van die grond van dié verband te betaal nie: Met dien verstande dat indien die verbandhouer wat versuim om kragtens paragraaf (a) kennis te gee, daarna die nodige kennis gee, die bedrag van sodanige koste aangegaan na die verstryking van 21 dae vanaf die datum van laasgenoemde kennisgewing, ingesluit kan word by die bedrag wat nodig is vir die aflossing van die verband of die vrystelling van die grond van die verband, na gelang van die geval.

(3) Enige koper kan, indien die betrokke grond—
(a) met 'n verband beswaar is maar nie saam met ander grond nie, van die verbandhouer vereis om hom van 'n sertifikaat wat gedateer is, te voorsien waarin die bedrag wat deur die verbandhouer vereis word vir die aflossing van sy verband en die koers of koerse waarteen rente daarop betaalbaar is, vermeld word; of
(b) met 'n verband beswaar is saam met ander grond, van die verbandhouer vereis om hom van 'n sertifikaat wat gedateer is, te voorsien waarin die bedrag wat deur die verbandhouer vereis word vir die vrystelling van die grond van sy verband en die koers of koerse waarteen rente daarop betaalbaar is, vermeld word,

welke bedrag in albei gevalle nie die bedrag bedoel in artikel 7 (1) tesame met die bedrae, of indien die grond tesame met ander grond deur dieselfde verband beswaar is, 'n proporsionele gedeelte van die bedrae, wat 'n bouvereniging kragtens artikel 48 van die Wet op Bouverenigings, 1965 (Wet No. 24 van 1965), kan verhaal min—

(i) in 'n geval in paragraaf (a) bedoel, enige bedrag wat deur of ten behoeve van die koper of verbandgewer ter delging van die verband betaal is; of
(ii) in 'n geval in paragraaf (b) bedoel, 'n eweredige deel van enige bedrag wat deur of ten behoeve van die verbandgewer ter delging van die verband betaal is, sowel as enige bedrag deur die koper ingevolge artikel 11 (1) (a) (i) betaal, mag oorskry nie.

(4) Die eweredige deel in subartikel (3) bedoel, word bepaal ooreenkomstig die verhouding waarin die bedrag wat betaal moet word vir die vrystelling van die grond van die verband vermeld in die sertifikaat wat in artikel 7 (1) bedoel word, staan tot die saldo wat kragtens daardie verband uitstaande is ten tyde van die uitreiking van die sertifikaat.

(5) 'n Versoek om 'n sertifikaat bedoel in subartikel (3) moet skriftelik aan die verbandhouer gerig word en vergesel wees van die gelde wat van tyd tot tyd voorgeskryf word ten opsigte van die klas verbande waartoe die betrokke verband behoort.

(6) Enige verbandhouer wat so 'n versoek ontvang, moet binne 21 dae vanaf die datum van daardie versoek, aan die betrokke koper so 'n sertifikaat verstrek, maar is nie verplig om dit meer dikwels as drie maal in enige kalenderjaar te doen nie.

(7) So 'n sertifikaat verbind die betrokke verbandhouer en enige regsopvolger van hom onherroeplik vir 'n tydperk van vier maande vanaf die datum van daardie sertifikaat en strek tot voordeel van iemand aan wie die grond vervreem word of is.

(8) Indien 'n kontrak ingevolge artikel 20 opgeteken is, word 'n verbandhouer in wie se guns 'n verband oor die betrokke grond na bedoelde optekening geregistreer word, geag onherroeplik en onvoorwaardelik toe te gestem het, ten gunste van die koper wie se kontrak aldus opgeteken is of iemand aan wie daardie grond daarna vervreem word, tot die aflossing van sy verband of die vrystelling van die grond van sy verband.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

Certificates and information to be furnished by intermediaries and owners.

10. (1) A remote purchaser may by written notice require the owner or any intermediary who alienated the land in question prior to the date the contract concerned was concluded, to furnish him with the particulars of the outstanding balance under the deed of alienation in terms of which the owner or that intermediary alienated the land and with particulars as to any amount which in terms of the deed of alienation is due and unpaid.

(2) Any owner or intermediary receiving a written notice referred to in subsection (1), shall, within 30 days of the date of that notice, furnish the remote purchaser concerned with the outstanding balance and the particulars referred to in that subsection, but shall not be obliged to do so more often than three times in one calendar year.

(3) The owner of land alienated in terms of a contract and any intermediary who has alienated that land shall furnish any subsequent intermediary or remote purchaser, as the case may be—

- (a) in regard to any intermediary who alienated the land prior to him, with the information referred to in section 6 (1) (i);
- (b) in regard to the deed of alienation under which he alienated the land with—
 - (i) the certificate referred to in section 8 (1);
 - (ii) the certificate referred to in subsection (1) of this section; and
 - (iii) the information referred to in section 16 (2) (f),
 and if he fails to do so, he shall be liable to such intermediary or purchaser as if he were obliged by contract to do so and failed to do so.

Purchaser or remote purchaser may fulfil obligations of owner or intermediary.

11. (1) When land has been sold in terms of a contract—

- (a) the purchaser or remote purchaser may, if—
 - (i) the owner fails to fulfil his obligations to a mortgagee or mortgagees; or
 - (ii) any intermediary fails to fulfil his obligations to the person who alienated the land to him; or
 - (iii) any payment to be made by him to the person who alienated the land to him, would reduce the amount owed by him to that person to an amount less than the amount owed by the owner of the land to the mortgagee or mortgagees referred to in subparagraph (i) or by any intermediary to the person referred to in subparagraph (ii),
 fulfil the obligations of that owner or of that intermediary, or make such payment to the mortgagee or mortgagees or the person concerned to the extent of such failure or difference, as the case may be, and such fulfilment or payment shall be accompanied by the prescribed particulars;
- (b) fulfilment in terms of paragraph (a) shall be deemed to be fulfilment to the same extent by the purchaser or remote purchaser of his obligations to his seller, and at the same time fulfilment by a remote purchaser shall be deemed to be fulfilment to the same extent of the obligations of each intermediary between the remote purchaser and the owner or intermediary, as the case may be, whose obligations the remote purchaser fulfils;
- (c) the owner or intermediary is not entitled to recover again from a purchaser or remote purchaser, as the case may be, any payment made in good faith by the purchaser or remote purchaser on behalf of the owner

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

10. (1) 'n Verwyderde koper kan van die eienaar of enige tussenpersoon wat die betrokke grond vervreem het voor die datum waarop die betrokke kontrak gesluit is, by wyse van skriftelike kennisgewing vereis dat hy hom voorsien van besonderhede aangaande die uitstaande saldo kragtens die vervreemdingsakte ingevolge waarvan die eienaar of daardie tussenpersoon die grond vervreem het en van besonderhede aangaande enige bedrag wat ingevolge die vervreemdingsakte verskuldig en onbetaald is.
- 10 (2) Enige eienaar of tussenpersoon wat 'n skriftelike kennisgewing bedoel in subartikel (1) ontvang, moet binne 30 dae vanaf die datum van die kennisgewing aan die betrokke verwyderde koper die uitstaande saldo en die besonderhede bedoel in daardie subartikel verstrek, maar is nie verplig om dit 15 meer dikwels as drie maal in een kalenderjaar te doen nie.
- (3) Die eienaar van grond wat ingevolge 'n kontrak vervreem is en enige tussenpersoon wat daardie grond vervreem het, moet enige daaropvolgende tussenpersoon of verwyderde koper, na gelang van die geval, voorsien—
- 20 (a) in verband met enige tussenpersoon wat voor hom die grond vervreem het, van die inligting bedoel in artikel 6 (1) (i);
- (b) in verband met die vervreemdingsakte ingevolge waarvan hy die grond vervreem het, van—
- 25 (i) die sertifikaat bedoel in artikel 8 (1);
- (ii) die sertifikaat bedoel in subartikel (1) van hierdie artikel; en
- (iii) die inligting bedoel in artikel 16 (2) (f),
- en as hy versuim om dit te doen, is hy teenoor sodanige 30 tussenpersoon of verwyderde koper aanspreeklik asof hy by kontrak verplig was om dit te doen en hy versuim het om dit te doen.
11. (1) Wanneer grond ingevolge 'n kontrak verkoop is—
- 35 (a) kan die koper of verwyderde koper, indien—
- (i) die eienaar versuim om sy verpligtings teenoor 'n verbandhouer of verbandhouders na te kom; of
- (ii) 'n tussenpersoon versuim om sy verpligtings na te kom teenoor die persoon wat die grond aan hom vervreem het; of
- 40 (iii) 'n betaling wat deur hom gedoen moet word aan die persoon wat die grond aan hom vervreem het, die bedrag deur hom aan daardie persoon verskuldig, sou verminder tot 'n bedrag wat minder is as die bedrag wat deur die eienaar verskuldig is aan 'n verbandhouer of verbandhouders bedoel in subparagraaf (i) of deur enige 45 tussenpersoon aan die persoon bedoel in subparagraaf (ii),
- die verpligtings van daardie eienaar of daardie tussenpersoon nakom of sodanige betaling aan die verbandhouer of verbandhouders of die betrokke persoon doen tot die omvang van sodanige versuim of verskil, na gelang van die geval, en bedoelde nakoming of 50 betaling moet van die voorgeskrewe besonderhede vergesel wees;
- 55 (b) word nakoming kragtens paragraaf (a) geag nakoming te wees tot dieselfde omvang as nakoming deur die koper of verwyderde koper van sy verpligtings teenoor sy verkoper, en terselfdertyd word nakoming deur 'n 60 verwyderde koper geag nakoming te wees tot dieselfde omvang van die verpligtings van elke tussenpersoon tussen die verwyderde koper en die eienaar of tussenpersoon, na gelang van die geval, wie se verpligtings daardie verwyderde koper nakom;
- 65 (c) is die eienaar of tussenpersoon nie geregtig om 'n betaling wat te goeder trou deur die koper of verwyderde koper namens die eienaar of tussenpersoon gedoen is aan 'n verbandhouer of verbandhouders of persoon wat die grond aan daardie tussenpersoon

Sertifikate en inligting wat deur tussenpersone en eienaars verskaf moet word.

Koper of verwyderde koper kan verpligtings van eienaar of tussenpersoon nakom.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

Calculation of interest and limitation of amount recoverable from purchaser.

Copy of contract to purchaser and default of seller to furnish copy.

or intermediary to any mortgagee or mortgagees or person who alienated the land to that intermediary.

(2) Any purchaser or remote purchaser who has in terms of subsection (1) made any payment which exceeds the amount owing by him to his seller, may recover the excess from the owner or intermediary, as the case may be, on whose behalf that payment was made.

12. (1) When interest is payable in terms of a contract, it shall be calculated, not more often than monthly and not less often than quarterly, on the outstanding balance of the purchase price then owing in terms of the contract, and such interest shall not exceed the rate of interest prescribed from time to time in respect of contracts of the class to which the contract concerned belongs.

(2) No seller shall in connection with a contract obtain judgment for or recover from a purchaser an amount exceeding the sum of—

- (a) the purchase price and interest thereon owing to him by the purchaser in terms of the contract;
- (b) the costs for the payment of which the purchaser is liable in terms of an express provision in the contract and which have actually been incurred by the seller—
 - (i) in connection with the drafting of the contract;
 - (ii) in connection with the recording of the contract in terms of section 20;
 - (iii) in connection with the transfer of the land to the purchaser, provided such transfer has already taken place or is tendered against payment by the purchaser of all amounts owing by him in terms of the contract;
 - (iv) after the date stated in the contract in terms of section 6 (1) (m), in respect of—
 - (aa) maintenance and repair of;
 - (bb) rates and taxes on; and
 - (cc) premiums on an insurance policy relating to, the land and improvements thereon;
 - (v) in respect of moneys referred to in section 11 (4) (b) of the Sectional Titles Act;
 - (vi) in respect of any endowment payable on the difference between the purchase price and the amount on which the endowment is payable in terms of any law to any person in respect of the land;
- (c) all costs which are actually incurred by him in connection with the recovery of the amount referred to in this subsection and are in terms of the provisions of any law recoverable from the purchaser; and
- (d) interest payable by the purchaser on account of any failure on his part.

(3) When the purchaser has paid in full the purchase price and interest, no further interest, other than interest referred to in subsection (2) (d), shall be payable by the purchaser.

(4) The provisions of subsection (2) shall not affect any right which a seller may have in the event of cancellation of the contract.

(5) Any *rouwkoop* stipulation in a contract in terms of which the purchaser is deemed to have terminated the contract on account of any act or omission on his part and he, in consequence thereof, is liable to any forfeiture or for the payment of a penalty or damages or for the delivery or performance of anything, or any other stipulation of like import, is subject to the Conventional Penalties Act, 1962 (Act No. 15 of 1962), as if that stipulation were a penalty stipulation contemplated in that Act.

13. (1) Within 30 days after the conclusion of a contract, the seller shall hand to the purchaser or send to him by registered post to his address referred to in section 23, a copy thereof and the seller is not entitled to make any charge for the making of such copy or for complying with the provisions of this subsection.

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

vervreem het, weer op die koper of verwyderde koper, na gelang van die geval, te verhaal nie.

(2) Enige koper of verwyderde koper wat ingevolge subartikel

(1) enige betaling gedoen het wat die bedrag oorskry wat deur hom aan sy verkoper verskuldig is, kan die bedrag wat aldus oorbetal is, verhaal op daardie eienaar of tussenpersoon, na gelang van die geval, ten behoeve van wie daardie betaling gedoen was.

12. (1) Wanneer rente ingevolge 'n kontrak betaalbaar is, word dit nie meer dikwels nie as maandeliks en nie minder dikwels nie as kwartaalliks bereken op die uitstaande saldo van die koopprys wat dan ingevolge die kontrak verskuldig is, en daardie rente mag nie die rentekoers oorskry nie wat van tyd tot tyd ten opsigte van die klas kontrakte waartoe die betrokke kontrak behoort, voorgeskryf word.

Berekening van rente en beperking van bedrag op koper verhaalbaar.

(2) 'n Verkoper mag nie in verband met 'n kontrak vonnis verkry vir 'n bedrag, of op 'n koper 'n bedrag verhaal, wat groter is nie as die som van—

(a) die koopprys en rente daarop ingevolge die kontrak aan hom deur die koper verskuldig;

(b) die koste vir die betaling waarvan die koper ingevolge 'n uitdruklike bepaling in die kontrak aanspreeklik is, en wat werklik deur die verkoper aangegaan is—

(i) in verband met die opstel van die kontrak;

(ii) in verband met die optekening van die kontrak ingevolge artikel 20;

(iii) in verband met die oordrag van die grond aan die koper, mits sodanige oordrag reeds plaasgevind het of teen betaling deur die koper van alle bedrae wat deur hom ingevolge die kontrak verskuldig is, aangebied word;

(iv) na die datum ingevolge artikel 6 (1) (m) in die kontrak vermeld, ten opsigte van—

(aa) instandhouding en herstel van;

(bb) plaaslike en algemene belastings op; en

(cc) premies van 'n versekeringspolis wat betrekking het op,

die grond en verbeterings daarop;

(v) ten opsigte van gelde bedoel in artikel 11 (4) (b) van die Wet op Deeltitels;

(vi) ten opsigte van enige begiftiging betaalbaar op die verskil tussen die koopprys en die bedrag waarop die begiftiging ingevolge enige wet aan enige persoon ten opsigte van die grond betaalbaar is;

(c) alle koste wat werklik deur hom in verband met die invordering van die bedrag in hierdie subartikel bedoel, aangegaan is en ingevolge die bepalings van die een of ander wet op die koper verhaalbaar is; en

(d) rente deur die koper betaalbaar weens enige versuim van sy kant.

(3) Wanneer die koper die koopprys en rente daarop ten volle betaal het, is geen verdere rente, behalwe rente in subartikel (2)

(d) bedoel, deur die koper betaalbaar nie.

(4) Die bepalings van subartikel (2) raak nie enige reg wat 'n verkoper mag hê in geval van die opsegging van die kontrak nie.

(5) 'n Roukoopbeding in 'n kontrak waarvolgens die koper geag word die kontrak weens die een of ander doen of late van sy kant te beëindig het en hy as gevolg daarvan aanspreeklik is vir 'n verbeuring of vir die betaling van 'n boete of skadevergoeding of vir die lewering of verrigting van enigets, of enige ander beding met dieselfde strekking, is onderworpe aan die Wet op Strafbedinge, 1962 (Wet No. 15 van 1962), asof daardie beding 'n strafbeding bedoel in daardie Wet is.

13. (1) Die verkoper moet binne 30 dae na die sluiting van 'n kontrak 'n afskrif daarvan aan die koper oorhandig of per aangetekende pos aan hom aan sy adres bedoel in artikel 23 stuur, en die verkoper is nie geregtig om vergoeding te vra vir die maak van sodanige afskrif of vir die nakoming van die bepalings van hierdie subartikel nie.

Afskrif van kontrak aan koper en versuim van verkoper om afskrif te verskaf.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

(2) If the seller fails to comply with the provisions of subsection (1) and if he remains in default for more than 14 days to furnish the purchaser with a copy of the contract after the purchaser has requested him therefor in a letter sent to him by registered post to his address referred to in section 23, the purchaser is not liable for the payment of interest in terms of the contract from the date of the conclusion thereof to the date upon which the purchaser receives a copy of the contract from the seller.

Cession of right to, and authority to collect, periodical income.

14. (1) (a) A cession of a right to payment of an amount 10 payable periodically under a contract of service or towards the maintenance of any person, to secure any payment in terms of a contract, shall be null and void.
- (b) An authority to receive or collect an amount referred to in paragraph (a) or any portion of such an amount, 15 to secure payment in terms of a contract, shall at all times be revocable.

(2) The provisions of subsection (1) shall not apply to any cession or authority by an employee to or in favour of his employer to secure payments in respect of housing which is 20 provided by the employer to the employee.

Invalidity of certain provisions.

15. (1) Subject to the provisions of subsection (2), an agreement whereby—

- (a) any person who acted on behalf of the seller in connection with the conclusion of a contract or the 25 negotiations which preceded the conclusion of the contract, is appointed or deemed to have been appointed as the agent of the purchaser;
- (b) a purchaser forfeits any claim in respect of—
- (i) necessary expenditure he has incurred with or 30 without the authority of the owner or seller of the land concerned, in regard to the preservation of the land or any improvement thereon;
 - (ii) any improvement which enhances the market value of the land and was effected by him on the 35 land with the express or implied consent of the said owner or seller;
- (c) the liability of a seller to indemnify the purchaser against eviction is restricted or excluded;
- (d) the purchaser binds himself in advance to agree to an 40 assignment by the seller of his obligations in terms of a contract;
- (e) a purchaser is obliged to accept a loan secured by a mortgage bond arranged on his behalf by the seller or his agent for payment of all the amounts owed by him 45 in terms of the contract; or
- (f) a purchaser, if he elects to accelerate the discharge of his obligations in terms of the contract, may not claim that transfer of the land shall be effected against payment of all amounts owing in terms of the contract, 50 or any other agreement of like import, shall be of no force or effect.

(2) Subject to the provisions of subsection (3), the purchaser shall, if the seller at any time arranges on behalf of the purchaser a loan secured by a mortgage bond over the land— 55

- (a) within 14 days after he has been requested by written notice sent to his address contemplated in section 23, complete an application and provide all necessary information required by the intended mortgagee for purposes of the loan and furnish the seller with the 60 completed application and the information; and
- (b) in the event of the loan being granted, forthwith sign all documents required for the purposes of the registration of the mortgage bond.

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

(2) Indien die verkoper versuim om aan die bepalings van subartikel (1) te voldoen en indien hy langer as 14 dae in gebreke bly om 'n afskrif van die kontrak aan die koper te verstrek nadat die koper hom per brief wat aan hom per 5 aangetekende pos gestuur is aan sy adres bedoel in artikel 23, daarom versoek het, is die koper nie aanspreeklik nie vir die betaling van rente ingevolge die kontrak vanaf die datum van die sluiting daarvan tot die datum waarop die koper 'n afskrif daarvan van die verkoper ontvang.

10 14. (1) (a) 'n Sessie van 'n reg op betaling van 'n bedrag wat periodiek kragtens 'n dienskontrak of tot onderhoud van enigiemand betaalbaar is, ter sekurering van 'n betaling ingevolge 'n kontrak, is van nul en gener 15 waarde. Sessie van reg op, en magtiging tot invordering van, periodieke inkomste.

(b) 'n Magtiging tot ontvangs of invordering van 'n bedrag in paragraaf (a) bedoel of 'n gedeelte van sodanige bedrag ter sekurering van 'n skuld ingevolge 'n kontrak, is te alle tye herroepbaar.

(2) Die bepalings van subartikel (1) is nie van toepassing nie 20 op 'n sessie of magtiging deur 'n werknemer aan of ten gunste van sy werkgever ter sekurering van betalings ten opsigte van behuising wat deur die werkgever aan die werknemer verskaf word.

25 15. (1) Behoudens die bepalings van subartikel (2) is 'n ooreenkoms waardeur— Ongeldigheid van sekere bepalings.

(a) iemand wat namens die verkoper opgetree het in verband met die sluiting van 'n kontrak of die onderhandelings wat die sluiting van die kontrak voorafgegaan het, aangestel word of geag word 30 aangestel te wees as die agent van die koper;

(b) 'n koper enige eis verbeur ten opsigte van—
(i) noodsaaklike uitgawes deur hom aangegaan, met of sonder die magtiging van die eienaar of verkoper van die betrokke grond, met betrekking 35 tot die bewaring van die grond of 'n verbetering daarop; of

(ii) 'n verbetering wat die markwaarde van die grond verhoog en deur hom met die uitdruklike of stilswyende toestemming van genoemde eienaar of verkoper op die grond aangebring is;

(c) die aanspreeklikheid van 'n verkoper om die koper teen uitwinning te vrywaar, beperk of uitgesluit word;

(d) die koper homself by voorbaat verbind om toe te stem tot die oormak deur die verkoper van sy verpligtings ingevolge die kontrak;

(e) 'n koper verplig is om 'n lening gesekureer deur 'n verband te aanvaar wat namens hom deur die verkoper of sy agent gereël word vir die betaling van alle bedrae wat deur hom ingevolge die kontrak verskuldig is; of

50 (f) 'n koper, indien hy verkies om die aflossing van sy verpligtings ingevolge die kontrak te vervroeg, nie mag eis dat oordrag van die grond teen betaling van alle bedrae verskuldig ingevolge die kontrak geskied nie, of enige ander ooreenkoms met dieselfde strekking, van nul en 55 gener waarde.

(2) Behoudens die bepalings van subartikel (3) moet die koper, indien die verkoper te eniger tyd 'n lening gesekureer deur 'n verband oor die grond namens die koper reël—

60 (a) binne 14 dae nadat hy daartoe versoek is by skriftelike kennisgewing aan hom gestuur aan sy adres bedoel in artikel 23, 'n aansoek voltooi en alle nodige inligting verstrek wat die voornemende verbandhouer nodig het vir die doeleindes van die lening, en die verkoper voorsien van die voltooiende aansoek en die inligting; en

65 (b) indien die lening toegestaan word, onverwyld alle dokumente onderteken wat vir die doeleindes van die registrasie van die verband nodig is.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

(3) A loan referred to in subsection (2)—

- (a) shall be arranged for payment of all amounts owed by the purchaser to the seller in terms of the contract as well as the costs of transfer and the costs of registration of the mortgage bond; and
- (b) shall, as to the rate of interest and redemption, not be more onerous than the terms which at the time of transfer apply in respect of a loan secured by a first mortgage bond over land granted by a building society for the amount in question and on security of the same kind or class of property.

(4) If the purchaser fails to comply with any of the provisions of subsection (2), the seller is entitled to cancel the contract, in which case the parties are entitled to the relief provided for in section 28 (1): Provided that nothing contained in this subsection shall detract from any additional claim for damages which the seller may have.

Statements of
account.

16. (1) While a contract is in force, the seller shall free of charge hand to the purchaser a statement of account or send such statement by registered post to him at his address referred to in section 23, not later than 12 months from the date of the contract and thereafter within 30 days of the end of each successive period of 12 months following on the date of the first statement of account.

(2) In the first said statement there shall be indicated the purchase price and other costs separately which were owing in terms of the contract at the date of the contract or, in any other statement, the outstanding balance which was owing in terms of the contract at the date of the previous statement and, in all statements—

- (a) the interest and other costs which accrued in terms of the contract during the period covered by the statement;
- (b) the allocation, in respect of capital interest and other costs separately, of amounts paid during that period in terms of the contract;
- (c) the balance of the purchase price and other costs owing in terms of the contract at the end of that period;
- (d) the amount, if any, payable in respect of endowment, improvement or any other matter in terms of any law in relation to the land at the end of that period;
- (e) if the land is encumbered with a mortgage bond or mortgage bonds—
 - (i) but not together with other land, the amount owing under that mortgage bond or those mortgage bonds at the end of that period; or
 - (ii) together with other land, the proportionate amount, calculated in accordance with the provisions of section 9 (3) (b), owing under that mortgage bond or those mortgage bonds in respect of the land at the end of that period;
- (f) the amount, if any, owing at the end of that period in terms of any alienation of the land in question before the time the contract was concluded.

(3) If in respect of any statement of account the seller fails to comply with the provisions of subsection (1) or (2) and if he remains in default for more than 30 days to furnish the purchaser with that statement of account after the purchaser has by letter, sent to him by registered post at his address referred to in section 23, requested him therefor, the purchaser is not liable for the payment of interest in terms of the contract from the date of the posting of that letter to the date upon which the purchaser receives the statement from the seller.

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

(3) 'n Lening in subartikel (2) bedoel—

- (a) moet gereël word vir die betaling van alle bedrae wat deur die koper aan die verkoper ingevolge die kontrak verskuldig is, asook vir die koste van oordrag en die koste van registrasie van die verband; en
- (b) moet ten opsigte van die rentekoers en delging nie meer beswarend wees nie as die voorwaardes wat op die tydstip van oordrag van toepassing is ten opsigte van 'n lening gesekureer deur 'n eerste verband oor grond wat deur 'n bouvereniging vir die betrokke bedrag en teen sekuriteit van dieselfde soort of klas eiendom toegestaan word.

(4) Indien die koper versuim om aan enige van die bepalings van subartikel (2) te voldoen, is die verkoper geregtig om die kontrak op te sê, in welke geval die partye geregtig is op die regshulp waarvoor in artikel 28 (1) voorsiening gemaak word: Met dien verstande dat niks in hierdie subartikel vervat afbreuk doen aan enige bykomende eis om skadevergoeding wat die verkoper mag hê nie.

16. (1) Terwyl 'n kontrak van krag is, moet die verkoper 'n gratis rekeningstaat aan die koper oorhandig of per aangetekende pos aan sy adres bedoel in artikel 23 stuur nie later nie as 12 maande vanaf die datum van die kontrak en daarna binne 30 dae vanaf die einde van elke opeenvolgende tydperk van 12 maande wat volg op die datum van die eerste rekeningstaat.

(2) In die eerste bedoelde staat moet aangedui word die koopprys en ander koste afsonderlik wat ingevolge die kontrak op die datum van die kontrak verskuldig was of, in 'n ander staat, die uitstaande saldo wat ingevolge die kontrak op die datum van die vorige staat verskuldig was, en in alle state—

- (a) die rente en ander koste wat gedurende die tydperk wat deur die staat gedek word, ingevolge die kontrak opgeloop het;
- (b) die toewysing, ten opsigte van kapitaal, rente en ander koste, afsonderlik, van bedrae wat gedurende daardie tydperk ingevolge die kontrak betaal is;
- (c) die saldo van die koopprys en ander koste wat aan die einde van daardie tydperk ingevolge die kontrak verskuldig is;
- (d) die bedrag, as daar is, ten opsigte van 'n begiftiging, verbetering of enige ander aangeleentheid ingevolge die een of ander wet met betrekking tot die grond aan die einde van daardie tydperk betaalbaar;
- (e) indien die grond deur 'n verband of verbande beswaar is—
- (i) maar nie tesame met ander grond nie, die bedrag verskuldig ingevolge daardie verband of daardie verbande aan die einde van daardie tydperk; of
- (ii) tesame met ander grond, die proporsionele bedrag, bereken ooreenkomstig die bepalings van artikel 9 (3) (b), verskuldig ingevolge daardie verband of daardie verbande ten opsigte van die grond aan die einde van daardie tydperk;
- (f) die bedrag, as daar is, wat aan die einde van daardie tydperk verskuldig is ingevolge 'n vervreemding van die betrokke grond voor die tydstip waarop die kontrak gesluit is.

(3) Indien 'n verkoper ten opsigte van 'n rekeningstaat versuim om aan die bepalings van subartikel (1) of (2) te voldoen en hy langer as 30 dae in gebreke bly om daardie rekeningstaat aan die koper te verstrek nadat die koper hom per brief, wat per aangetekende pos gestuur is aan sy adres bedoel in artikel 23, daarom versoek het, is die koper nie aanspreeklik nie vir die betaling van rente ingevolge die kontrak vanaf die datum waarop daardie brief gepos is tot die datum waarop die koper die staat van die verkoper ontvang.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

Right of purchaser to accelerate payments and claim transfer of land.

17. The purchaser is at all times entitled—

- (a) to make a payment before the due date on which it has to be made in terms of the contract; or
- (b) to make larger payments than the payments for which the contract provides; or
- (c) if the land is registrable at that time, to tender payment of all amounts owing in terms of the contract to the seller and claim that transfer of the land shall be effected to the purchaser against such payment.

Transfer of land to remote purchaser.

18. (1) Subject to the provisions of subsection (2), any remote purchaser is entitled to claim transfer of land to himself, provided—

- (a) he has fulfilled or tenders fulfilment of his obligations in terms of the contract under which he purchased the land;
- (b) the obligations of every intermediary between the owner and the remote purchaser have been fulfilled or fulfilment thereof is tendered; and
- (c) the land is at that time registrable.

(2) If any intermediary contemplated in subsection (1) (b) is an insolvent at the time land is to be transferred under and by virtue of that subsection, the land shall, notwithstanding anything to the contrary contained in any rule of law but subject to the provisions of the Deeds Registries Act, be transferred by the trustee or liquidator or executor concerned to the person to whom that intermediary alienated the land.

(3) A remote purchaser who, in order to obtain transfer of land, pays the transfer duty and transfer costs which are payable by an intermediary, may recover the amounts so paid from that intermediary.

(4) If any seller assigns to any other person, hereinafter referred to as the assignee, his obligation to give transfer of the land in terms of a contract, such assignment is deemed to be a power of attorney to the assignee to transfer the land in accordance with the conditions of the contract to the purchaser, and the assignee may appoint a conveyancer to execute the deed of transfer.

Limitation of right of seller to take action.

19. (1) No seller is, by reason of any breach of contract on the part of the purchaser, entitled—

- (a) to enforce any provision of the contract for the acceleration of the payment of any instalment of the purchase price or any other penalty stipulation in the contract;
- (b) to terminate the contract; or
- (c) to institute an action for damages,

unless he has by letter informed the purchaser of the breach of contract concerned and made demand to the purchaser to rectify the breach of contract in question, and the purchaser has failed to comply with such demand.

(2) A notice referred to in subsection (1) shall be handed to the purchaser or shall be sent to him by registered post to his address referred to in section 23 and shall contain—

- (a) a description of the obligation the purchaser has failed to fulfil;
- (b) a demand that the purchaser fulfil the obligation in question within a stated period, which, subject to the provisions of subsection (3), shall not be less than 30 days calculated from the date on which the notice was handed to the purchaser or sent to him by registered post, as the case may be; and
- (c) an indication of the steps the seller intends to take if the obligation in question is not fulfilled.

(3) If the seller in the same calendar year has so handed or sent to the purchaser two such notices at intervals of more than 30 days, he may in any subsequent notice so handed or sent to the purchaser in such calendar year, make demand to the

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

17. Die koper is te alle tye geregtig—
- (a) om 'n betaling te doen voor die vervaldag waarop dit ingevolge die kontrak gedoen moet word; of
- (b) om groter betalings te doen as dié waarvoor die kontrak voorsiening maak; of
- (c) indien die grond op daardie tydstip registreerbaar is, om betaling van alle verskuldigde bedrae ingevolge die kontrak aan die verkoper aan te bied en te eis dat oordrag van die grond aan die koper daarteen bewerkstellig word.
18. (1) Behoudens die bepalinge van subartikel (2) het 'n verwyderde koper die reg om oordrag van grond aan homself te eis, mits—
- (a) hy sy verpligtinge ingevolge die kontrak waarkragtens hy die grond gekoop het, nagekom het of nakoming daarvan aanbied;
- (b) die verpligtinge van elke tussenpersoon tussen die eienaar en die verwyderde koper nagekom is of nakoming daarvan aangebied word; en
- (c) die grond op daardie tydstip registreerbaar is.
- (2) Indien enige tussenpersoon bedoel in subartikel (1) (b) 'n insolvent is op die tydstip waarop grond ingevolge daardie subartikel oorgedra moet word, moet die grond, ongeag enige andersluidende bepaling vervat in enige regsreël maar behoudens die bepalinge van die Registrasie van Aktes Wet, deur die betrokke kurator of likwidateur of eksekuteur oorgedra word aan die persoon aan wie daardie tussenpersoon die grond vervreem het.
- (3) 'n Verwyderde koper wat, ten einde oordrag van grond te verkry, die hereregte en oordragkoste betaal wat deur 'n tussenpersoon betaalbaar is, kan die bedrae aldus betaal op daardie tussenpersoon verhaal.
- (4) Indien enige verkoper sy verpligting om ingevolge 'n kontrak oordrag van die grond te gee, oormak aan 'n ander persoon, hieronder die regverkrygende genoem, word sodanige oormaking geag 'n volmag aan die regverkrygende te wees om die grond ooreenkomstig die voorwaardes van die kontrak aan die koper oor te dra, en kan die regverkrygende 'n transportbesorger aanstel om die transportakte te verly.
19. (1) Geen verkoper is, weens 'n kontrakbreuk deur die koper, geregtig—
- (a) om 'n bepaling van die kontrak vir die vervroeging van die betaling van 'n paaiement van die koopprys of 'n ander straffebeding in die kontrak af te dwing nie;
- (b) om die kontrak te beëindig nie; of
- (c) om 'n aksie vir skadevergoeding in te stel nie, tensy hy per brief die koper van die betrokke kontrakbreuk kennis gegee het en van die koper geëis het dat hy die betrokke kontrakbreuk moet herstel, en die koper versuim het om aan bedoelde eis te voldoen.
- (2) 'n Kennisgewing bedoel in subartikel (1) word aan die koper oorhandig of per aangetekende pos aan hom gestuur aan sy adres bedoel in artikel 23 en moet bevat—
- (a) 'n beskrywing van die verpligting wat die koper versuim het om na te kom;
- (b) 'n eis dat die koper die betrokke verpligting moet nakom binne 'n vermelde tydperk wat, behoudens die bepalinge van subartikel (3), nie minder as 30 dae bereken vanaf die datum waarop die kennisgewing aan die koper oorhandig of per aangetekende pos aan hom gestuur is, na gelang van die geval, mag wees nie; en
- (c) 'n aanduiding van die stappe wat die verkoper voornemens is om te doen indien die betrokke verpligting nie nagekom word nie.
- (3) Indien die verkoper twee sodanige kennisgewings in dieselfde kalenderjaar met tussenpose van meer as 30 dae aldus aan die koper oorhandig of gestuur het, kan hy in 'n daaropvolgende kennisgewing wat in daardie kalenderjaar aldus

Reg van koper om betalings te vervroeg en oordrag van grond te eis.

Oordrag van grond aan verwyderde koper.

Beperking op verkoper se reg om stappe te doen.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

purchaser to carry out his obligation within a period of not less than seven days calculated from the date on which the notice was so handed or sent to the purchaser, as the case may be.

(4) Subsection (1) shall not be construed in such a manner as to prevent the seller from taking steps to protect the land and improvements thereon or, without or after notice as required by the said subsection, from claiming specific performance.

Recording of contract.

20. (1) (a) A seller, whether he is the owner of the land concerned or not, shall cause the contract to be recorded by the registrar concerned in the prescribed manner, within 10 three months from the date—

(i) of the contract, if the land is registrable, or
(ii) upon which the land becomes registrable,
provided a prior contract in force in respect of the land has not been recorded or is not required to be 15 recorded against the title deed in question in terms of this section.

(b) If a contract recorded against a title deed in terms of this section is terminated for whatever reason, such recording shall be cancelled and the next succeeding 20 relevant contract shall be recorded against the title deed in question in terms of this section.

(c) If a period referred to in paragraph (a) has expired without the seller having caused the contract to be recorded in terms of that paragraph, the purchaser 25 may—

(i) within 14 days after such expiry cancel the contract, in which case the parties shall be entitled to the relief provided for in section 28 (1):
Provided that nothing contained in this subpara- 30 graph shall detract from any additional claim for damages which the purchaser may have; or

(ii) at any time thereafter, if he elects not to cancel the contract under subparagraph (i) of this paragraph, apply to the registrar concerned to record the 35 contract in the prescribed manner.

(2) The registrar concerned—

(a) shall record a contract by means of an endorsement made in the prescribed manner on the deeds registry copy of the title deed concerned; 40

(b) may likewise endorse the owner's copy of the title deed, and shall do so if at any time after a recording in terms of paragraph (a) that copy is lodged in the deeds registry for any purpose;

(c) shall, on application in the prescribed manner by the 45 owner or seller concerned, cancel any such recording in the prescribed manner;

(d) may register a mortgage bond over land on the title deed of which a contract has been recorded;

(e) shall not register a transfer of land on the title deed of 50 which a contract has been recorded, unless—

(i) the transferee is the purchaser under the contract;
or
(ii) such recording is or has been cancelled.

(3) The owner of land shall render all necessary assistance to 55 enable a seller of that land to cause a contract to be recorded in terms of subsection (1), or to effect a cancellation of such recording in terms of subsection (2) (c), and if he fails to do so, he shall be liable to such seller as if he were obliged by contract to do so and failed to do so. 60

(4) A recording of a contract in terms of this section is subject to any pre-emptive right registered in a deeds registry in respect of the land concerned on or before the date of the recording.

(5) When a contract has been recorded—

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

aan die koper oorhandig of gestuur word, van die koper eis dat hy binne 'n tydperk van minstens sewe dae bereken vanaf die datum waarop die kennisgewing aan die koper aldus oorhandig of gestuur is, na gelang van die geval, sy verpligting nakom.

- 5 (4) Subartikel (1) word nie so uitgelê dat dit die verkoper verhinder om stappe te doen om die grond en verbeterings daarop te beskerm of om, sonder of na kennisgewing soos in genoemde subartikel vereis, spesifieke nakoming te eis nie.

- 10 20. (1) (a) 'n Verkoper, hetsy hy eienaar van die betrokke grond is of nie, moet die betrokke kontrak deur die betrokke registrateur laat opteken op die voorgeskrewe wyse binne drie maande vanaf die datum—
 Optekening van kontrak.
- (i) van die kontrak, indien die grond registreerbaar is; of
- 15 (ii) waarop die grond registreerbaar word, mits 'n voorafgaande geldende kontrak ten opsigte van die grond nie teen die betrokke titelbewys ingevolge hierdie artikel opgeteken is of opgeteken moet word nie.
- 20 (b) Indien 'n kontrak teen 'n titelbewys ingevolge hierdie artikel opgeteken, om watter rede ook al beëindig word, moet bedoelde optekening gerojêer word en 'n daaropvolgende tersaaklike kontrak teen die betrokke titelbewys ingevolge hierdie artikel opgeteken word.
- 25 (c) Indien 'n tydperk in paragraaf (a) bedoel, verstryk het sonder dat die verkoper die kontrak ingevolge daardie paragraaf laat opteken het, kan die koper—
- (i) binne 14 dae na bedoelde verstryking die kontrak opse, in welke geval die partye geregtig is op die regshulp waarvoor in artikel 28 (1) voorsiening gemaak word: Met dien verstande dat niks wat in hierdie paragraaf vervat is, afbreuk doen aan enige bykomende eis vir skadevergoeding wat die koper mag hê nie; of
- 30 (ii) op enige tydstop daarna, indien hy verkies om nie die kontrak op te se kragtens subparagraaf (i) van hierdie paragraaf nie, by die betrokke registrateur aansoek doen om die kontrak op die voorgeskrewe wyse op te teken.
- 40 (2) Die betrokke registrateur—
- (a) teken 'n kontrak op deur op die voorgeskrewe wyse 'n endossement op sy registrasiekantoor se afskrif van die titelbewys aan te bring;
- (b) kan die eienaar se afskrif van die titelbewys insgelyks endosseer, en moet dit doen indien op enige tydstop na 'n optekening ingevolge paragraaf (a) daardie afskrif vir enige doel by die registrasiekantoor ingedien word;
- 45 (c) moet so 'n optekening rojêer op die voorgeskrewe wyse op aansoek op die voorgeskrewe wyse deur die betrokke eienaar of verkoper;
- 50 (d) kan 'n verband oor grond op die titelakte waarvan 'n kontrak opgeteken is, registreer;
- (e) registreer nie 'n oordrag van grond op die titelakte waarvan 'n kontrak opgeteken is nie, tensy—
- 55 (i) die transportnemer die koper ingevolge die kontrak is; of
- (ii) bedoelde optekening gerojêer word of is.
- (3) Die eienaar van grond moet alle nodige bystand verleen ten einde 'n verkoper van daardie grond in staat te stel om 'n kontrak te laat opteken kragtens subartikel (1), of om 'n rojering van bedoelde optekening ingevolge subartikel (2) (c) te bewerkstellig, en as hy versuim om dit te doen, is hy teenoor sodanige verkoper aanspreeklik asof hy by kontrak verplig was om dit te doen en hy versuim het om dit te doen.
- 60 (4) 'n Optekening van 'n kontrak ingevolge hierdie artikel is onderworpe aan enige voorkooppreg wat ten opsigte van die betrokke grond in 'n registrasiekantoor geregistreer is op of voor die datum van die optekening.
- 65 (5) Wanneer 'n kontrak opgeteken is—

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

- (a) the purchaser has, if the land concerned is sold in execution or because the owner of that land is an insolvent, a preferent claim in respect of the proceeds of the sale, which claim, notwithstanding anything to the contrary contained in any other law— 5
- (i) ranks in preference immediately after any claim of a mortgagee whose mortgage bond over the land was registered prior to or on the date of the recording of the contract; and
- (ii) equals the amount the purchaser may recover from the seller under section 28 (1) in the event of a termination of that contract or, if he is a remote purchaser, any amount he may have paid on behalf of the owner under section 11 (1); and
- (b) the said claim of a mortgagee shall, in competition with any claim of a purchaser, not exceed the amounts referred to in section 9 (3). 15
- (6) In this section "registrar" means a registrar of deeds within the meaning of the Deeds Registries Act, and includes the registrar of Rand townships referred to in section 2 of that Act. 20

Purchaser to be notified to take transfer of land when such land is attached or the owner becomes an insolvent.

21. (1) Any remote purchaser shall forthwith notify the owner of the land of—
- (a) the conclusion of the contract in question;
- (b) his address referred to in section 23 and any change of that address; and 25
- (c) the name and address of any intermediary who alienated the land prior to the date the said contract was concluded.
- (2) When the owner of land sold under a contract becomes an insolvent, or a judgment creditor of that owner attaches such land by virtue of a writ in execution— 30
- (a) (i) the owner shall, within 14 days of the appointment of a trustee or liquidator or the attachment, inform the trustee or liquidator or judgment creditor, as the case may be, of the name and address of any person of whose name and address he was notified in terms of the provisions of subsection (1); and 35
- (ii) a mortgagee shall, within ten days after he receives notice of the insolvency or attachment, inform the trustee, executor, liquidator or judgment creditor, as the case may be, of the name and address of any purchaser who gave notice to him that he had purchased the land in terms of a contract; 40
- (b) the trustee, executor, liquidator or judgment creditor of that owner shall, if that land is registrable, as soon as may be practicable notify every person who has reason to believe purchased the land in terms of a contract or is an intermediary in relation to the contract, of his right, subject to the provisions of section 22 (3), to take transfer of the land concerned. 50
- (3) The notification contemplated in subsection (2) (b) shall be effected by notice in writing handed to the person concerned or sent to him by registered post. 55
- (4) Any trustee, executor, liquidator or judgment creditor contemplated in subsection (2) (b)—
- (a) who fails without fault on his part to hand or send a notice referred to in subsection (3) to a purchaser or an intermediary in accordance with that subsection, shall not merely by reason of such failure incur any liability towards the purchaser or intermediary concerned; and 60
- (b) shall, unless the contrary is proved, be deemed so to have failed through his fault if— 65

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

(a) het die koper, indien die betrokke grond in eksekusie verkoop word of omdat die eienaar van daardie grond 'n insolvent is, 'n voorkeureis ten opsigte van die opbrengs van die verkoping, welke eis, ondanks andersluidende bepalings van die een of ander wet—

5 (i) in rangorde van voorkeur onmiddellik volg op enige eis van 'n verbandhouer wie se verband oor die grond geregistreer was voor of op die datum van die optekening van die kontrak; en

10 (ii) gelykstaande is met die bedrag wat die koper op die verkoper kan verhaal kragtens artikel 28 (1) in die geval van 'n beëindiging van daardie kontrak of, indien hy 'n verwyderde koper is, enige bedrag wat hy kragtens artikel 11 (1) namens die eienaar
15 mag betaal het; en

(b) mag genoemde eis van 'n verbandhouer nie in konkurrensie met enige eis van 'n koper die bedrae bedoel in artikel 9 (3) te bowe gaan nie.

(6) In hierdie artikel beteken „registrateur” 'n registrateur
20 van aktes ooreenkomstig die bedoeling van die Registrasie van Aktes Wet, en ook die registrateur van Randdorpe bedoel in artikel 2 van daardie Wet.

21. (1) Enige verwyderde koper moet die eienaar van die grond onverwyld in kennis stel van—

25 (a) die sluiting van die betrokke kontrak;

(b) sy adres bedoel in artikel 23 en enige verandering van daardie adres; en

(c) die naam en adres van enige tussenpersoon wat die grond vervreem het voor die datum waarop genoemde
30 kontrak gesluit is.

(2) Wanneer die eienaar van grond wat ingevolge 'n kontrak vervreem is, 'n insolvent word, of 'n vonnisskuldeiser van daardie eienaar op sodanige grond ingevolge 'n lasbrief vir eksekusie beslag lê—

35 (a) (i) moet die eienaar die kurator of likwidateur of vonnisskuldeiser, na gelang van die geval, binne 14 dae vanaf die aanstelling van 'n kurator of likwidateur of die beslaglegging, in kennis stel van die naam en adres van enige persoon van wie se naam en adres hy ingevolge die bepalings van subartikel (1) in kennis gestel is; en

40 (ii) moet 'n verbandhouer binne tien dae nadat hy kennis kry van die insolvensie of beslaglegging, die kurator, eksekuteur, likwidateur of vonnisskuldeiser, na gelang van die geval, van die naam en adres van elke koper in kennis stel wat aan hom kennis gegee het dat hy die grond ingevolge
45 'n kontrak gekoop het;

(b) moet die kurator, eksekuteur, likwidateur of vonnisskuldeiser van daardie eienaar, indien daardie grond registreerbaar is, so gou doenlik elke persoon wat hy rede het om te glo die grond ingevolge 'n kontrak gekoop het of 'n tussenpersoon met betrekking tot die kontrak is, in kennis stel van sy reg om, behoudens die bepalings van artikel 22 (3), oordrag van die betrokke
50 grond te neem.

(3) Die kennisgewing in subartikel (2) (b) beoog, geskied by skriftelike kennisgewing aan die betrokke persoon oorhandig of per aangetekende pos aan hom gestuur.

60 (4) Enige kurator, eksekuteur, likwidateur of vonnisskuldeiser beoog in subartikel 2 (b)—

(a) wat sonder skuld van sy kant in gebreke bly om 'n kennisgewing bedoel in subartikel (3) ooreenkomstig die bepalings van daardie subartikel aan 'n koper of 'n tussenpersoon te oorhandig of te stuur, loop nie bloot om daardie rede enige aanspreeklikheid teenoor die betrokke koper of tussenpersoon op nie; en

(b) word, tensy die teendeel bewys word, geag weens sy skuld aldus in gebreke te gebly het, indien—

Koper moet aangesê word om oordrag van grond te neem indien daarop beslag gelê word of die eienaar 'n insolvent word.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

- (i) due notice in accordance with the provisions of subsection (2) (a) was given to him in respect of the purchaser concerned; or
- (ii) he did not take all reasonable steps appropriate to the circumstances of the case to obtain the name and address of the purchaser or intermediary concerned, unless he is a mortgagee to whom notice was required to be given in terms of section 9 (1), and no such notice was given to him by the purchaser concerned.

(5) Any owner or mortgagee who wilfully or negligently fails to comply with the provisions of subsection (2) (a), shall be guilty of an offence and upon conviction liable to a fine not exceeding R1 000 or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.

Transfer of land to purchaser when such land is attached or the owner becomes an insolvent.

22. (1) When the owner of land alienated under a contract becomes an insolvent, or a judgment creditor of the owner attaches such land by virtue of a writ in execution, that land shall be transferred to any person who purchased that land in terms of a contract or who is an intermediary in relation to that contract and who, in accordance with the provisions of subsection (2), makes arrangements for the payment of all costs in connection with the transfer and of an amount equal to—

- (a) all amounts owing under the deed of alienation in terms of which that owner alienated the land; or
- (b) the sum of—

- (i) the costs of attachment or, in the case of an insolvent, such sequestration and administration costs contemplated in section 89 (1) of the Insolvency Act, 1936 (Act No. 24 of 1936), as relate to the land;
- (ii) any amount payable in respect of any endowment, improvement or any other matter in terms of any law in relation to the land; and
- (iii) if the land is encumbered by a mortgage bond and, in the case of an insolvent, subject to the provisions of the Insolvency Act, 1936, the amounts required by the mortgagee in accordance with the provisions of section 9 (3) of this Act, including interest to date of transfer,

whichever of the two amounts contemplated in paragraph (a) or (b) may be the larger, and also makes arrangements for the signing of all documents required in connection with transfer.

(2) (a) The arrangements contemplated in subsection (1), shall be made by the person concerned—

- (i) if the land was attached, before the land is sold in execution, to the satisfaction of the deputy sheriff or messenger of the court concerned, as the case may be; and
- (ii) if the owner of the land is an insolvent and, subject to the provisions of paragraph (b), within such period as his trustee, executor or liquidator, as the case may be, may allow, which period shall not be less than 30 days, to the satisfaction of such trustee, executor or liquidator, as the case may be.

(b) If a trustee, executor or liquidator refuses or fails to accept any offer by the person concerned in respect of arrangements contemplated in subsection (1), that person may appeal to the Master of the Supreme Court under whose supervision the owner is being liquidated or his estate is being sequestrated, and the decision of the Master in respect of the matter shall be final.

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

- (i) behoorlike kennisgewing ooreenkomstig die bepalings van subartikel (2) (b) ten opsigte van die betrokke koper aan hom gegee is; of
- (ii) hy nie alle redelike stappe wat in die omstandighede van die geval paslik is, gedoen het om die naam en adres van die betrokke koper of tussenpersoon te bekom nie, tensy hy 'n verbandhouer is aan wie kennis ingevolge artikel 9 (1) gegee moes word, en geen sodanige kennis aan hom deur die betrokke koper gegee is nie.

(5) Enige eienaar of verbandhouer wat opsetlik of nalatiglik in gebreke bly om aan die bepalings van subartikel (2) (a) te voldoen, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R1 000 of met gevangenisstraf vir 'n tydperk van hoogstens een jaar of met sodanige boete sowel as sodanige gevangenisstraf.

22. (1) Indien die eienaar van grond wat ingevolge 'n kontrak vervreem is, 'n insolvent word of 'n vonnisskuldeiser van die eienaar op sodanige grond ingevolge 'n lasbrief vir eksekusie beslag lê, moet daardie grond oorgedra word aan enige persoon wat daardie grond ingevolge 'n kontrak gekoop het of wat 'n tussenpersoon met betrekking tot daardie kontrak is en wat, ooreenkomstig die bepalings van subartikel (2), reëlins tref vir die betaling van alle koste in verband met die oordrag en van 'n bedrag gelykstaande met—

- (a) alle bedrae verskuldig ingevolge die vervreemdingsakte waarvolgens daardie eienaar die grond vervreem het; of
- (b) die som van—
- (i) die koste van beslaglegging of, in die geval van 'n insolvent, die sekwestrasie- en administrasiekoste beoog in artikel 89 (1) van die Insolvensiewet, 1936 (Wet No. 24 van 1936), wat op die grond betrekking het;
- (ii) 'n bedrag ten opsigte van enige begiftiging, verbetering of enige ander aangeleentheid ingevolge die een of ander wet met betrekking tot die grond betaalbaar; en
- (iii) indien die grond met 'n verband beswaar is en, in die geval van 'n insolvent, behoudens die bepalings van die Insolvensiewet, 1936, die bedrae deur die verbandhouer vereis ooreenkomstig die bepalings van artikel 9 (3) van hierdie Wet, met inbegrip van rente tot die datum van oordrag, watter een van die twee bedrae beoog in paragraaf (a) of (b) ook al die grootste is, en ook reëlins tref vir die ondertekening van alle dokumente wat in verband met oordrag vereis word.

(2) (a) Die reëlins beoog in subartikel (1) moet deur die betrokke persoon getref word—

- (i) indien daar op die grond beslag gelê is voordat die grond in eksekusie verkoop word ten genoë van die betrokke adjunk-balju of geregsbode, na gelang van die geval; en
- (ii) indien die eienaar van die grond 'n insolvent is en, behoudens die bepalings van paragraaf (b), binne die tydperk wat sy kurator, eksekuteur of likwidateur, na gelang van die geval, mag toelaat, en wat nie minder as 30 dae mag wees nie, ten genoë van sodanige kurator, eksekuteur of likwidateur, na gelang van die geval.

(b) Indien 'n kurator, eksekuteur of likwidateur weier of in gebreke bly om 'n aanbod deur die betrokke persoon ten opsigte van reëlins beoog in subartikel (1) te aanvaar, kan daardie persoon hom op die Meester van die Hooggeregshof beroep onder wie se toesig die insolvent gelikwideer word of sy boedel gesekwestreer word, en die beslissing van die Meester ten opsigte van die aangeleentheid is afdoende.

Oordrag van grond aan koper wanneer daarop beslag gelê word of die eienaar 'n insolvent word.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

(3) If more than one person is prepared and able to take transfer in accordance with the provisions of subsection (1), the land shall be transferred to the person to whom the land was first alienated.

(4) A transfer in terms of subsection (1) shall be effected by the deputy sheriff, messenger of the court, trustee, executor or liquidator, as the case may be, as if it were a transfer *mutatis mutandis* by virtue of a sale in execution or the realization of an immovable asset of an insolvent.

(5) When land is transferred in accordance with the provisions of subsection (1) to a remote purchaser or an intermediary to whom the land was alienated by a person other than the owner, the provisions of section 18 (1) shall apply *mutatis mutandis* in respect of the transfer of the land to the remote purchaser or the intermediary.

(6) If any person has, by virtue of arrangements made by him in terms of subsection (1), paid a larger amount than the amounts referred to in subsection (1) (a), he has, subject to any claim he may have in terms of section 11 (2) or 18 (3), a concurrent claim against the owner for the difference.

(7) If no satisfactory arrangements are made in terms of subsection (1), the land and its proceeds shall be dealt with in accordance with the rules of law relating to sales in execution or insolvency, as the case may be.

Addresses of purchaser and seller.

23. The addresses stated in any contract in terms of section 6 (1) (a) shall serve as *domicilium citandi et executandi* of the parties for all purposes of the contract, and notice of a change of such an address shall be given in writing and shall be delivered or sent by registered post by one party to the other, in which case such changed address shall serve as such *domicilium citandi et executandi* of the party who has given such notice.

Relief that court may grant in respect of contracts.

24. (1) Notwithstanding the provisions of any law to the contrary but subject to any other powers that any court may have, if a contract does not substantially comply with any one of the provisions of section 5 or 6, a court within whose area of jurisdiction the land referred to in the contract is situated, is, if appropriate proceedings are instituted by the purchaser within a period of two years from the date upon which the contract was concluded, competent—

- (a) to reduce the rate of interest payable by the purchaser in terms of the contract to such rate as it may deem just and equitable in the circumstances;
- (b) to grant an order for rectification of the contract;
- (c) to declare the contract to be void *ab initio*; or
- (d) to grant such alternative relief as it may deem fit.

(2) A court within whose area of jurisdiction land sold under a contract is situated, may, on the application of the purchaser who, by reason of the fact that any person failed to sign a document relating to the transfer of or the payment of transfer duty in respect of such land, is unable to obtain transfer of such land, order the deputy sheriff or messenger of the court concerned, as the case may be, to sign on behalf of any such person any such document, subject to such conditions as the court may determine.

(3) A magistrate's court shall have jurisdiction to grant any relief contemplated in subsection (1) or (2).

Evidence.

25. If in any proceedings it is alleged that land sold under a contract is used or is intended to be used mainly for residential purposes, it shall be presumed that the said land is so used or is intended to be so used until the contrary has been proved.

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

(3) Indien meer as een persoon bereid en in staat is om oordrag ooreenkomstig die bepalings van subartikel (1) te neem, word die grond oorgedra aan die persoon aan wie die grond eerste vervreem is.

5 (4) 'n Oordrag ingevolge subartikel (1) word deur die adjunk-balju, geregsbode, kurator, eksekuteur of likwidateur, na gelang van die geval, uitgevoer asof dit *mutatis mutandis* 'n oordrag is uit hoofde van 'n verkoop in eksekusie of die tegeldemaking van 'n onroerende bate van 'n insolvent.

10 (5) Wanneer grond ooreenkomstig die bepalings van subartikel (1) aan 'n verwyderde koper of 'n tussenpersoon aan wie die grond deur 'n ander persoon as die eienaar vervreem is, oorgedra word, geld die bepalings van artikel 18 (1) *mutatis mutandis* ten opsigte van die oordrag van die grond aan die
15 verwyderde koper of die tussenpersoon.

(6) Indien enige persoon uit hoofde van reëlins wat hy kragtens subartikel (1) getref het, 'n groter bedrag betaal het as die bedrae bedoel in subartikel (1) (a), het hy, behoudens enige eis wat hy kragtens artikel 11 (2) of 18 (3) mag hê, 'n
20 konkurrente eis teen die eienaar vir die verskil.

(7) Indien geen bevredigende reëlins kragtens subartikel (1) getref word nie, word daar met die grond en die opbrengs daarvan gehandel ooreenkomstig die regsreëls met betrekking tot verkope in eksekusie of insolvensie, na gelang van die geval.

25 23. Die adresse ingevolge artikel 6 (1) (a) vermeld in enige kontrak, dien as *domicilium citandi et executandi* van die partye vir alle doeleindes van die kontrak, en kennis van 'n verandering van so 'n adres moet skriftelik gegee word en afgelewer of per aangetekende pos deur die een aan die ander
30 gestuur word, in welke geval sodanige veranderde adres dien as *domicilium citandi et executandi* van die party wat sodanige kennis gegee het.

Adresse van koper en verkoper.

24. (1) Indien 'n kontrak nie wesenlik aan die een of ander van die bepalings van artikel 5 of 6 voldoen nie, is 'n hof binne
35 wie se regsgebied die grond genoem in die kontrak geleë is, ondanks andersluidende bepalings van die een of ander wet maar behoudens enige ander bevoegdhede wat 'n hof besit, bevoeg om, indien 'n gepaste geding deur die koper ingestel word binne 'n tydperk van twee jaar vanaf die datum waarop die
40 kontrak gesluit is—

Regshulp wat hof met betrekking tot kontrakte kan verleen.

(a) die rentekoers wat deur die koper ingevolge die kontrak betaalbaar is, tot die koers te verminder wat die hof onder die omstandighede regverdig en billik ag;

45 (b) 'n bevel vir regstelling van die kontrak toe te staan;
(c) die kontrak van die begin af nietig te verklaar; of
(d) die alternatiewe regshulp te verleen wat die hof goedvind.

(2) 'n Hof binne wie se regsgebied grond geleë is wat kragtens 'n kontrak vervreem is, kan op aansoek van 'n koper wat, weens
50 die feit dat iemand in gebreke gebly het om 'n dokument te onderteken wat betrekking het op die oordrag van of die betaling van hereregte ten opsigte van daardie grond, nie in staat is om oordrag van daardie grond te verkry nie, die betrokke adjunk-balju of geregsbode, na gelang van die geval,
55 gelas om daardie dokument, onderworpe aan die voorwaardes wat die hof bepaal, namens so iemand te onderteken.

(3) 'n Landdroshof is bevoeg om enige regshulp in subartikel (1) of (2) beoog, te verleen.

25. Indien in enige geding beweer word dat grond wat
60 kragtens 'n kontrak vervreem is, hoofsaaklik vir woondoeleindes gebruik word of bestem is om hoofsaaklik vir woondoeleindes gebruik te word, word vermoed dat bedoelde grond aldus gebruik word of bestem is om aldus gebruik te word totdat die teendeel bewys is.

Bewyslewering.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

CHAPTER III

GENERAL PROVISIONS

Restriction on the receipt of consideration by virtue of certain deeds of alienation.

26. (1) Subject to the provisions of section 8A of the Sectional Titles Act, no person shall by virtue of a deed of alienation relating to an erf or a unit receive any consideration of whatever nature until—

- (a) such erf or unit is registrable; and
- (b) in case the deed of alienation is a contract required to be recorded in terms of section 20, such recording has been effected.

(2) Any person who contravenes the provisions of subsection (1) shall be guilty of an offence and liable on conviction to a fine not exceeding R1 000 or to imprisonment for a period not exceeding one year or to both such fine and such imprisonment.

(3) The provisions of subsection (1) shall not apply to any amount paid by way of consideration which—

- (a) the purchaser, by virtue of a deed of alienation, entrusts to a practitioner or an estate agent in his capacity as such, to keep, for the benefit of the seller in terms of that deed of alienation, in the trust account of the practitioner or estate agent; or
- (b) by virtue of a deed of alienation is made to the seller if, before such payment, the purchaser is furnished with an irrevocable and unconditional guarantee by a banking institution registered otherwise than provisionally under the Banks Act, 1965 (Act No. 23 of 1965), a building society registered otherwise than provisionally under the Building Societies Act, 1965 (Act No. 24 of 1965), or a registered insurer as defined in section 1 of the Insurance Act, 1943 (Act No. 27 of 1943), in terms of which the said banking institution, building society or insurer undertakes to repay the said amount to the purchaser if the erf or unit is not registrable and, where applicable, a recording is not effected within a period specified in the said guarantee.

(4) If, in the circumstances contemplated in subsection (3), the seller becomes an insolvent before the erf or unit has become registrable or the relevant contract has been recorded in terms of section 20, any amount kept in a trust account in terms of paragraph (a) of that subsection or the repayment of which was guaranteed in terms of paragraph (b) of that subsection, shall immediately become payable to the purchaser concerned by the practitioner, estate agent, banking institution, building society or insurer concerned.

Rights of purchaser who has partially paid the purchase price of land.

27. (1) Any purchaser who in terms of a deed of alienation has undertaken to pay the purchase price of land in specified instalments over a period in the future and who has paid to the seller in such instalments not less than 50 per cent of the purchase price, shall, if the land is registrable, be entitled to demand from the seller transfer of the land on condition that simultaneously with the registration of the transfer there shall be registered in favour of the seller a first mortgage bond over the land to secure the balance of the purchase price and interest in terms of the deed of alienation.

(2) The conditions as to the rate of interest and redemption as well as other conditions of the mortgage bond contemplated in subsection (1), shall not be more onerous than the conditions which applied in respect of the deed of alienation.

(3) If for whatever reason the seller is unable, fails or refuses to tender transfer within three months of the receipt of the demand referred to in subsection (1), the purchaser may cancel the relevant deed of alienation, in which case the parties are entitled to the relief provided for in section 28 (1): Provided that

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

HOOFSTUK III

ALGEMENE BEPALINGS

26. (1) Behoudens die bepalings van artikel 8A van die Wet op Deeltitels mag niemand uit hoofde van 'n vervreemdingsakte met betrekking tot 'n erf of eenheid enige teenprestasie van watter aard ook al ontvang nie totdat—

Beperking op ontvangs van teenprestasie uit hoofde van sekere vervreemdingsaktes.

(a) sodanige erf of eenheid registreerbaar is; en

(b) ingeval die vervreemdingsakte 'n kontrak is wat ingevolge artikel 20 opgeteken moet word, sodanige optekening gedoen is.

(2) Enigiemand wat die bepalings van subartikel (1) oortree, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R1 000 of met gevangenisstraf vir 'n tydperk van hoogstens een jaar of met sodanige boete sowel as sodanige gevangenisstraf.

(3) Die bepalings van subartikel (1) is nie van toepassing nie op enige bedrag betaal by wyse van teenprestasie wat—

(a) die koper uit hoofde van 'n vervreemdingsakte aan 'n praktisyn of eiendomsagent in sy hoedanigheid as sodanig toevertrou om vir die voordeel van die verkoper ingevolge daardie vervreemdingsakte in die trustrekening van die praktisyn of eiendomsagent te hou; of

(b) uit hoofde van 'n vervreemdingsakte aan die verkoper gemaak is indien, voor sodanige betaling, die koper voorsien is van 'n onherroeplike en onvoorwaardelike waarborg deur 'n bankinstelling wat anders as voorlopig geregistreer is kragtens die Bankwet, 1965 (Wet No. 23 van 1965), 'n bouvereniging wat anders as voorlopig geregistreer is kragtens die Bouverenigingswet, 1965 (Wet No. 24 van 1965), of 'n geregistreerde versekeraar soos omskrywe in artikel 1 van die Versekeringwet, 1943 (Wet No. 27 van 1943), waar kragtens genoemde bankinstelling, bouvereniging of versekeraar onderneem om genoemde bedrag aan die koper terug te betaal indien die erf of eenheid nie registreerbaar is nie en, waar van toepassing, 'n optekening nie gedoen word nie binne 'n tydperk in genoemde waarborg aangewys.

(4) Indien, onder die omstandighede beoog in subartikel (3), die verkoper 'n insolvent word voor die erf of eenheid registreerbaar geword het of die tersaaklike kontrak opgeteken is ingevolge artikel 20, word enige bedrag in 'n trustrekening gehou ingevolge paragraaf (a) van daardie subartikel of waarvan die terugbetaling gewaarborg is ingevolge paragraaf (b) van daardie subartikel, onmiddellik deur die betrokke praktisyn, eiendomsagent, bankinstelling, bouvereniging of versekeraar aan die betrokke koper betaalbaar.

27. (1) Enige koper wat kragtens 'n vervreemdingsakte onderneem het om die koopprys van grond in bepaalde paalemente oor 'n tydperk in die toekoms te betaal en wat aan die verkoper minstens 50 persent van die koopprys in sodanige paalemente betaal het, is, indien die grond registreerbaar is, geregtig om van die verkoper oordrag van die grond te eis op voorwaarde dat daar gelyktydig met die registrasie van die oordrag 'n eerste verband ten gunste van die verkoper oor die grond geregistreer word om die saldo van die koopprys en rente kragtens die vervreemdingsakte te sekureer.

Regte van koper wat die koopprys van grond gedeeltelik betaal het.

(2) Die voorwaardes aangaande die rentekoers en delging asook ander voorwaardes van die verband beoog in subartikel 60 (1) mag nie meer beswarend wees as die voorwaardes wat ten opsigte van die betrokke vervreemdingsakte gegeld het nie.

(3) Indien die verkoper om watter rede ook al nie in staat is nie, in gebreke bly of weier om oordrag aan te bied binne drie maande na ontvangs van 'n eis in subartikel (1) bedoel, kan die koper die betrokke vervreemdingsakte opsê, in welke geval die partye geregtig is op die regshulp waarvoor daar in artikel 28 (1) voorsiening gemaak word: Met dien verstande dat niks wat in

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

nothing contained in this subsection shall detract from any additional claim for damages which the purchaser may have.

(4) The provisions of this section shall not apply in respect of a deed of alienation in terms of which the State or a local authority is the seller.

Consequences of
deeds of
alienation which
are void or are
terminated.

28. (1) Subject to the provisions of subsection (2), any person who has performed partially or in full in terms of an alienation of land which is of no force or effect in terms of section 2 (1), or a contract which has been declared void in terms of the provisions of section 24 (1) (c), or has been cancelled under this Act, is entitled to recover from the other party that which he has performed under the alienation or contract, and—

(a) the alienee may in addition recover from the alienator—

(i) interest at the prescribed rate on any payment that he made in terms of the deed of alienation or contract from the date of the payment to the date of recovery;

(ii) a reasonable compensation for—

(aa) necessary expenditure he has incurred, with or without the authority of the owner or alienator of the land, in regard to the preservation of the land or any improvement thereon; or

(bb) any improvement which enhances the market value of the land and was effected by him on the land with the express or implied consent of the said owner or alienator; and

(b) the alienator may in addition recover from the alienee—

(i) a reasonable compensation for the occupation, use or enjoyment the alienee may have had of the land;

(ii) compensation for any damage caused intentionally or negligently to the land by the alienee or any person for the actions of whom the alienee may be liable.

(2) Any alienation which does not comply with the provisions of section 2 (1) shall in all respects be valid *ab initio* if the alienee had performed in full in terms of the deed of alienation or contract and the land in question has been transferred to the alienee.

Waiver of rights or
powers by purchas-
er.

29. The waiver by any person who has purchased land in terms of a deed of alienation, of any right conferred upon him by this Act, shall be null and void.

Restriction of liabil-
ity.

30. No person, including the State, is liable in respect of anything done in good faith in the exercise or performance of a power or duty conferred or imposed by or under this Act.

Regulations.

31. The Minister may make regulations—

(a) after consultation with the Minister of Community Development, prescribing the particulars which are required to be furnished to a registrar referred to in section 20 in connection with the recording of a contract and the cancellation of such recording, and the manner and form in which such particulars shall be furnished;

(b) after consultation with the Minister of Finance, prescribing the matters in respect of which fees shall be payable and the tariff of such fees; and

(c) as to any matter required or permitted by this Act to be prescribed by regulation.

Application of Act
to existing deeds of
alienation.

32. (1) In respect of a contract concluded before the commencement of this section and which is still in force at that commencement—

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

hierdie subartikel vervat is, afbreuk doen aan enige bykomende eis vir skadevergoeding wat die koper mag hê nie.

(4) Die bepalings van hierdie artikel geld nie ten opsigte van 'n vervreemdingsakte waarvolgens die Staat of 'n plaaslike 5 bestuur die verkoper is nie.

28. (1) Behoudens die bepalings van subartikel (2) is enigiemand wat gedeeltelik of in sy geheel gepresteer het ingevolge 'n vervreemding van grond wat ingevolge artikel 2 (1) 10 nietig is of 'n kontrak wat kragtens die bepalings van artikel 24 (1) (c) nietig verklaar is of wat kragtens hierdie Wet opgesê is, geregtig om wat hy kragtens die vervreemdingsakte of kontrak gepresteer het op die ander party te verhaal, en—

Gevolge van vervreemdingsaktes wat nietig is of beëindig word.

(a) die persoon aan wie vervreem is, kan bykomend op die persoon wat vervreem het, verhaal—

15 (i) rente teen die voorgeskrewe koers op enige betaling wat hy ingevolge die vervreemdingsakte of kontrak gedoen het, vanaf die datum van die betaling tot die datum van verhaling;

(ii) 'n redelike vergoeding vir—
20 (aa) noodsaaklike uitgawe, deur hom aangegaan, met of sonder die magtiging van die eienaar van die grond of die persoon wat dit vervreem het met betrekking tot die bewaring van die grond of 'n verbetering daarop; of

25 (bb) 'n verbetering wat die markwaarde van die grond verhoog en deur hom op die grond met die uitdruklike of stilswyende toestemming van genoemde eienaar of persoon wat dit vervreem het, aangebring is; en

30 (b) die persoon wat vervreem het, kan bykomend op die persoon aan wie vervreem is, verhaal—

(i) 'n redelike vergoeding vir die okkupasie, gebruik of genot van die grond wat die persoon aan wie vervreem is, mag gehad het;

35 (ii) vergoeding vir enige skade wat opsetlik of nalatiglik deur die persoon aan wie vervreem is of iemand vir wie se dade die persoon aan wie vervreem is aanspreeklik is, aan die grond veroorsaak is.

40 (2) Enige vervreemding wat nie aan die bepalings van artikel 2 (1) voldoen nie, is in alle opsigte van die begin af geldig indien die persoon aan wie vervreem is ingevolge die vervreemdingsakte of kontrak ten volle gepresteer het en die betrokke grond aan die persoon aan wie vervreem is, oorgedra is.

45 29. Die afstanddoening deur iemand wat grond ingevolge 'n vervreemdingsakte gekoop het, van 'n reg deur hierdie Wet aan hom verleen, is van nul en gener waarde.

Afstanddoening van regte of bevoegdhede deur koper.

30. Niemand, met inbegrip van die Staat, is aanspreeklik nie ten opsigte van enigiets wat te goeder trou gedoen is by die 50 uitoefening of verrigting van 'n bevoegdheid of plig wat by of kragtens hierdie Wet verleen of opgedra word.

Beperking van aanspreeklikheid.

31. Die Minister kan regulasies uitvaardig—

Regulasies.

55 (a) na oorleg met die Minister van Gemeenskapsontwikkeling, wat die besonderhede wat aan 'n registrateur in artikel 20 bedoel in verband met die optekening van 'n kontrak en die rojering van sodanige optekening verstrekk moet word, en die wyse waarop en die vorm waarin dié besonderhede verstrekk moet word, voorskryf;

60 (b) na oorleg met die Minister van Finansies, wat die aangeleenthede ten opsigte waarvan gelde betaalbaar is, en die tarief van daardie gelde, voorskryf; en

(c) aangaande enige aangeleentheid wat by hierdie Wet by regulasie voorgeskryf moet of kan word.

65 32. (1) Ten opsigte van 'n kontrak gesluit voor die inwerking-treding van hierdie artikel en wat nog van krag is by daardie inwerkingtreding—

Toepassing van Wet op bestaande vervreemdingsaktes.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

- (a) the provisions of section 9 shall *mutatis mutandis* apply: Provided that—
- (i) in such application of subsection (1) of that section, that subsection shall be construed as if the notice contemplated in that subsection shall be given forthwith after the said commencement; and
 - (ii) the reference in subsection (3) of that section to the amount contemplated in section 7 (1), shall be construed to be a reference to the amount indicated in the first certificate given by a mortgagee to the purchaser in terms of section 9 (3);
- (b) the provisions of sections 10 (1), (2) and (3) (b) (ii) and (iii), 11 and 12 shall *mutatis mutandis* apply: Provided that the date referred to in section 12 (2) (b) (iv) shall be construed as a reference to the date referred to in section 4 (1) (m) of the repealed Act;
- (c) the provisions of sections 14, 15, 16, 17, 18 and 19 shall *mutatis mutandis* apply;
- (d) the provisions of section 20 shall *mutatis mutandis* apply as from a date fixed by the Minister by notice in the *Gazette*: Provided that the periods referred to in subsection (1) of that section shall be construed as a reference to a period of six months commencing from that date;
- (e) the provisions of section 21 shall *mutatis mutandis* apply: Provided that in such application of subsection (1) of that section, that subsection shall be construed as if the notice contemplated in that subsection shall be given forthwith after the said commencement;
- (f) the provisions of sections 22, 23, 24, 25, 27 and 29 shall *mutatis mutandis* apply.

(2) Section 28 shall *mutatis mutandis* apply in respect of an alienation or alleged alienation of land entered into before the commencement of this section: Provided that the reference in subsection (1) of that section to section 2 (1) shall be construed as a reference to section 1 (1) of the Formalities in respect of Contracts of Sale of Land Act, 1969 (Act No. 71 of 1969).

Application of Act
73 of 1968.

33. No provision of the Limitation and Disclosure of Finance Charges Act, 1968 (Act No. 73 of 1968), shall apply with reference to any matter referred to in section 12, 13 or 16 of this Act.

Repeal of laws.

34. (1) Subject to the provisions of subsection (2), the laws specified in the Schedule are hereby repealed to the extent set out in the third column of the Schedule.

(2) The provisions of section 10 (2) of the repealed Act shall apply in respect of any contract as defined in that Act concluded before the commencement of this section and still in force at that commencement.

(3) As from a date fixed by the Minister by notice in the *Gazette*, no purchaser shall be entitled to prove a claim in terms of section 14 (1) of the repealed Act in respect of a contract concluded before and in force at the commencement of this section.

Short title and commencement.

35. (1) This Act shall be called the Alienation of Land Act, 1981, and shall come into operation on a date fixed by the State President by proclamation in the *Gazette*.

(2) Different dates may in terms of subsection (1) be fixed in respect of different provisions of this Act.

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

- (a) geld die bepalings van artikel 9 *mutatis mutandis*: Met dien verstande dat—
- (i) by sodanige toepassing van subartikel (1) van daardie artikel, daardie subartikel uitgelê moet word as sou die kennisgewing daarin bedoel, gegee moet word onmiddellik na genoemde inwerkingtreding; en
- (ii) die verwysing in subartikel (3) van daardie artikel na die bedrag beoog in artikel 7 (1) uitgelê moet word as 'n verwysing na die bedrag aangedui in die eerste sertifikaat verstrekk deur 'n verbandhouer aan die koper kragtens artikel 9 (3);
- (b) geld die bepalings van artikels 10 (1), (2) en (3) (b) (ii) en (iii), 11 en 12 *mutatis mutandis*: Met dien verstande dat die datum bedoel in artikel 12 (2) (b) (iv) uitgelê moet word as 'n verwysing na die datum bedoel in artikel 4 (1) (m) van die herroepe Wet;
- (c) geld die bepalings van artikels 14, 15, 16, 17, 18 en 19 *mutatis mutandis*;
- (d) geld die bepalings van artikel 20 *mutatis mutandis* vanaf 'n datum deur die Minister by kennisgewing in die *Staatskoerant* bepaal: Met dien verstande dat die tydperke bedoel in subartikel (1) van daardie artikel uitgelê moet word as 'n verwysing na 'n tydperk van ses maande beginnende op daardie datum;
- (e) geld die bepalings van artikel 21 *mutatis mutandis*: Met dien verstande dat by sodanige toepassing van subartikel (1) van daardie artikel, daardie subartikel uitgelê moet word asof die kennisgewing daarin bedoel, gegee moet word onmiddellik na genoemde inwerkingtreding;
- (f) geld die bepalings van artikels 22, 23, 24, 25, 27 en 29 *mutatis mutandis*.
- (2) Artikel 28 geld *mutatis mutandis* ten opsigte van 'n vervreemding van grond of beweerde vervreemding van grond aangegaan voor die inwerkingtreding van hierdie artikel: Met dien verstande dat die verwysing in subartikel (1) van daardie artikel na artikel 2 (1) uitgelê moet word as 'n verwysing na artikel 1 (1) van die Wet op Formaliteite met betrekking tot Koopkontrakte van Grond, 1969 (Wet No. 71 van 1969).
33. Geen bepaling van die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968 (Wet No. 73 van 1968), geld met betrekking tot enige aangeleentheid bedoel in artikel 12, 13 of 16 van hierdie Wet nie. Toepassing van Wet 73 van 1968.
34. (1) Behoudens die bepalings van subartikel (2) word die wette in die Bylae vermeld hierby herroep in die mate in die derde kolom van die Bylae uiteengesit. Herroeping van wette.
- (2) Die bepalings van artikel 10 (2) van die herroepe Wet is van toepassing op 'n kontrak soos in daardie Wet omskryf wat voor die inwerkingtreding van hierdie artikel gesluit is en wat by daardie inwerkingtreding nog van krag is.
- (3) Vanaf 'n datum deur die Minister by kennisgewing in die *Staatskoerant* bepaal, is geen koper geregtig om 'n eis kragtens artikel 14 (1) van die herroepe Wet te bewys ten opsigte van 'n kontrak gesluit voor en van krag by die inwerkingtreding van hierdie artikel nie.
35. (1) Hierdie Wet heet die Wet op Vervreemding van Grond, 1981, en tree in werking op 'n datum wat die Staatspresident by proklamasie in die *Staatskoerant* bepaal. Kort titel en inwerkingtreding.
- (2) Verskillende datums kan ingevolge subartikel (1) ten opsigte van verskillende bepalings van hierdie Wet bepaal word.

Act No. 68, 1981

ALIENATION OF LAND ACT, 1981

Schedule

LAWS REPEALED

Number and year of law	Title	Extent of repeal
Act No. 29 of 1926 . . .	Insolvency Act, 1916, Amendment Act, 1926	So much as is unrepealed
Act No. 71 of 1969 . . .	Formalities in respect of Contracts of Sale of Land Act, 1969	The whole
Act No. 72 of 1971 . . .	Sale of Land on Instalments Act, 1971	The whole
Act No. 72 of 1972 . . .	Sale of Land on Instalments Amendment Act, 1972	The whole
Act No. 49 of 1975 . . .	Sale of Land on Instalments Amendment Act, 1975	The whole
Act No. 25 of 1976 . . .	Sale of Land on Instalments Amendment Act, 1976	The whole
Act No. 74 of 1978 . . .	Sale of Land on Instalments Amendment Act, 1978	The whole

WET OP VERVREEMDING VAN GROND, 1981

Wet No. 68, 1981

Bylae

WETTE HERROEP

Nommer en jaar van wet	Titel	In hoeverre herroep
Wet No. 29 van 1926 ..	„Insolventie Wet, 1916, Wijzigingswet, 1926”	Vir sover nie herroep nie
Wet No. 71 van 1969 ..	Wet op Formaliteite met betrekking tot Koopkontrakte van Grond, 1969	Die geheel
Wet No. 72 van 1971 ..	Wet op die Verkoop van Grond op Afbetaling, 1971	Die geheel
Wet No. 72 van 1972 ..	Wysigingswet op die Verkoop van Grond op Afbetaling, 1972	Die geheel
Wet No. 49 van 1975 ..	Wysigingswet op die Verkoop van Grond op Afbetaling, 1975	Die geheel
Wet No. 25 van 1976 ..	Wysigingswet op die Verkoop van Grond op Afbetaling, 1976	Die geheel
Wet No. 74 van 1978 ..	Wysigingswet op die Verkoop van Grond op Afbetaling, 1978	Die geheel

Bylae

Wet No. 66, 1924

In hoërste hof	Titel	Wet No. 66, 1924
In hoërste hof	Wet No. 66, 1924	Wet No. 66, 1924
In hoërste hof	Wet No. 66, 1924	Wet No. 66, 1924
In hoërste hof	Wet No. 66, 1924	Wet No. 66, 1924
In hoërste hof	Wet No. 66, 1924	Wet No. 66, 1924
In hoërste hof	Wet No. 66, 1924	Wet No. 66, 1924
In hoërste hof	Wet No. 66, 1924	Wet No. 66, 1924
In hoërste hof	Wet No. 66, 1924	Wet No. 66, 1924
In hoërste hof	Wet No. 66, 1924	Wet No. 66, 1924