



IMPORTANT CLAUSES IN YOUR AGREEMENT OF SALE



Why do we refer to the
benefit of profit and loss?

THE RISK CLAUSE

Profit and loss in respect of a property refer to the risk the





“It is imperative to make sure that the contract stipulates that the risk will pass on date of registration...”

**YOU MOVE YOUR
FURNITURE**

**WE MOVE YOUR
PROPERTY**

The risk in respect of immovable property will therefore pass to the purchaser, even before he takes occupation of the property purchased, unless the contract stipulates otherwise.

To combat the difficulties of this, it is common practice that contracts for the sale of residential property states that the risk will only pass on date of transfer of the property.

The purchaser will thus be responsible for the property from date of registration.



In cases where the property is rented, the purchaser will be entitled to the rent, and will be responsible for all the expenses, including damages to the property after the time of the transfer.

TEL: +27 13 752 4908/9/10 FAX: +27 13 752 4911
EMAIL: info@aswanepoel.co.za
Web: www.annemarieswanepoelattorneys.co.za