

OFFER TO PURCHASE

I, We, the Purchaser/s:

[hereinafter referred to as the Purchaser]

Address:

HEREBY OFFER TO PURCHASE FROM:

The Seller/s:

[hereinafter referred to as the Seller]

THE PROPERTY WHICH IS DESCRIBED AS:

[hereinafter referred to as the Property]

(a) **For conventional freehold property:** **ERF NO.:**

The physical address being:

(b) **For sectional title property:**

| | UNIT | GARAGE | STORE ROOM | SERVANT's ROOM | COVERED PARKING ** | OPEN PARKING ** | GARDEN/ YARD ** |
|--|------|--------|------------|----------------|--------------------|-----------------|-----------------|
| IDENTIFYING NO. | | | | | | | |
| NO. ACCORDING TO SECTIONAL PLAN | | | | | | | |
| ** = EXCLUSIVE USE AREAS WHETHER REGISTERED, IN TERMS OF THE RULES OF THE BODY CORPORATE OR BY CONVENTION | | | | | | | |

in the Sectional Title Scheme known as

[Sectional Plan No. SS] together with corresponding share/s in common property apportioned to that Section in accordance with the participation quota endorsed on the said Sectional Plan.

ON THE FOLLOWING TERMS AND CONDITIONS:

1. **VOETSTOOTS**

The Seller warrants to the Purchaser that at the time of sale there are no latent defects in the property known to the Seller. Save for this, the property is sold VOETSTOOTS and subject to all the conditions and servitudes mentioned, referred to or contained in the title deed thereof, and any lease thereof, and in the condition and the extent such as it now lies.

2. PURCHASE PRICE

The purchase price is R [.....] payable as follows :

A deposit of R [.....] to the conveyancers on signature hereof to be retained in a special interest bearing trust account for the benefit of the Purchaser until registration of transfer with all interest thereon to accrue to the Purchaser. At such time the accrued interest will be paid to the Purchaser and the remaining capital [if any] shall be paid to the conveyancers.

The balance/full purchase price to be paid in cash to the conveyancers against transfer of the property into the name of the Purchaser to be secured by a banker's or other guarantee[s] approved by the conveyancers which guarantees[s] must be delivered within 14 [FOURTEEN] days of acceptance of this offer or fulfilment of all suspensive conditions [if any] whichever date occurs last.

3. RISK

On occupation, the risk of ownership thereof shall pass to the Purchaser, from which date he shall receive all benefits from and be responsible for all rates, taxes and other charges levied upon the property [including levies in the case of sectional title] plus Value Added Tax ["VAT"] thereon.

4. OCCUPATION

Vacant occupation / occupation subject to existing tenancies [~~delete appropriately~~] of the property shall be given to the Purchaser on the day of
If the date of occupation does not coincide with the date of registration of transfer, the party enjoying occupation of the property, whilst registered in the name of the other party shall pay to such party a rental of R per month payable from date of occupation monthly in advance at the conveyancer's office. Pending registration of transfer only the Purchaser and immediately family members of the Purchaser shall be entitled to occupy the property and no alterations of any nature may be made to the property.

5. TRANSFER AND COSTS

Transfer shall be effected by the Seller's conveyancers ["the conveyancers"] as close to the date of occupation of the property as possible / as close as possible to [~~delete appropriately~~]. The Purchaser shall on demand pay all transfer costs, transfer duty, loan application costs, mortgage bond costs, stamp duty and all charges incidental hereto and shall on demand sign all transfer, loan applications and mortgage bond registration documents.

6. MORTGAGE BOND

This agreement is subject to the suspensive condition that a bank grant in writing on its normal terms and conditions a loan or loans secured by a mortgage bond or bonds over the property and totalling R by no later than the day of
The Purchaser shall be liable to ensure that all reasonable steps are taken to enable the loan to be timeously granted.
This condition shall be deemed to have been fulfilled on the date upon which the financial institution issues a written loan quotation to the purchaser on the terms hereinabove stated.

7. FIXTURES

The property is sold inclusive of all fixtures and fittings of a permanent nature including all existing electric light fittings, television aerials, satellite dishes, pool cleaning equipment and furthermore

But excluding.....

8. BROKERAGE

There is no brokerage payable on this transaction. The Purchaser warrants that the Purchaser was not introduced to the property or the Seller by any estate agent.

9. BREACH

In the event of the Purchaser committing any breach of any of the terms or conditions of this agreement and thereafter failing to remedy any such breach within 7 [SEVEN] days of receipt by him of a written notice calling upon him to remedy such breach, then the Seller shall be entitled without further notice and without prejudice to any other rights which he may have:

9.1 to cancel this agreement and claim damages and interest; or

9.2 to cancel this agreement and retain all monies already paid by the Purchaser in terms hereof as agreed pre-estimated liquidated damages and claim further damages should the Seller's damages exceed such monies already paid; or

9.3 to sue for the full purchase price and interest thereon and damages.

10. NOTICE

For all purposes of, relating to or arising from this agreement [which shall include, but not be limited to, the service of any notices or processes of court], the Seller and the Purchaser each chooses as his respective *domicilium citandi et executandi* the residential address as reflected above.

Any notice in terms of this agreement shall be deemed to have been received by the party to whom it is addressed and the contents thereof to have come to the knowledge of such party within 5 [FIVE] days after the posting of such notice by pre-paid registered mail to such party's *domicilium citandi et executandi* or upon the same day as delivery of such notice if delivered by hand to such party's *domicilium citandi et executandi*, or upon the same day if faxed to the fax number [if any] or emailed to the email address reflected in the personal information schedule annexed to this agreement [subject however to the sender retaining and producing on demand proof of successful transmission] as the case may be.

11. LIABILITIES / WARRANTIES

11.1 In the event of there being more than one Purchaser then they will be jointly and severally liable for all obligations in terms hereof. This document contains the entire agreement between the parties. Neither party relies or may rely upon any representations, warranties, undertakings or expressions of opinion which have not been incorporated into this agreement. This document may not be altered, amended, varied, rescinded or consensually cancelled in any way whatsoever, other than by means of a further written document which must be signed by the Seller and the Purchaser. Both parties agree that

the personal information reflected in the information schedule annexed hereto is deemed to be, and constitutes an integral part of this agreement. By signing this Offer to Purchase each party warrants and certifies that all such information relating to him is true and correct.

11.2 The Purchaser warrants that the Purchaser is not currently and until transfer of the Property to the Purchaser, will not be in default of any income or other tax law obligations to the South African Revenue Service which will serve to delay the obtaining of a transfer duty receipt / exemption certificate from the South African Revenue Service or serve to cause the financial institution granting mortgage finance to the Purchaser [if applicable] to withdraw the mortgage finance offered.

12. BEETLE-FREE CERTIFICATE

The Seller will at the Seller's expense before transfer if the bank which grants the Purchaser's bond [if any] calls for it:

- 12.1 have all accessible timbers in buildings on the property [the timbers] inspected by a government approved entomologist for any infestation by hylotrupes bajulus and oxypleuris nodieri beetle.
- 12.2 have the timbers so infested replaced by pre-treated timber or treated to the satisfaction of the entomologist. On the completion of such works, the Seller's liability shall terminate.

13. ELECTRICITY: CERTIFICATE OF COMPLIANCE

The Seller shall, prior to registration of transfer, furnish the Purchaser with a valid Electrical Certificate of Compliance [as prescribed by law] covering the property. All expenses incurred in meeting the criteria for the issue of such certificate, including the certificate itself, shall be borne by the Seller. The Seller furthermore warrants to the Purchaser that there has been no addition or alteration to the electrical installations on the property since the issue of such certificate. Upon the Seller furnishing the Purchaser with the said Electrical Certificate of Compliance, the Purchaser shall have no claim whatsoever against the Seller and no further liability in this regard shall rest upon the Seller.

14. OTHER CONDITIONS / TERMS

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15. LEGAL PERSON[S]

In the event of the Purchaser or Seller being a Company, Close Corporation or Trust the signatory hereto by virtue of his signature hereunto warrants that he is duly authorised by such Company, Close Corporation or Trust to enter into the agreement of sale and that this agreement is binding upon and enforceable against such Company, Close Corporation or Trust. The signatory for and on behalf of the Purchaser or Seller as the case may be hereby binds himself/herself in his/her personal capacity as surety to and in favour of the party to whom any obligation is owed in terms hereof for the obligation/s of the party so owing the obligation waiving the benefit of excussion.

16. REVOCATION

This offer is irrevocable until _____ on the _____ day of _____ at which time unless it has been accepted in writing and such acceptance communicated to the Offeror or the Offeror's Agent it will be deemed to have been withdrawn. It is specifically recorded that the production of a counter offer by the party to whom this offer is made shall not be deemed to be a refusal of this offer and the offer shall accordingly remain irrevocable until expiry of the period herein above stated.

17. COOLING OFF CLAUSE

In the event of the Purchaser being a natural person who has not reserved the right to appoint a nominee and where the property herein purchased is a residential property at a price of R250 000.00 or less, the attention of the Purchaser is drawn to the Purchaser's rights in terms of Section 29A of the Alienation of Land Act 68 of 1981 [as amended] to revoke this offer or terminate any sale agreement concluded as a result of this offer by written notice delivered to the Seller or the Seller's agent within a period of 5 [FIVE] days calculated from and including the day after signature hereof by the Purchaser but excluding Saturdays, Sundays and Public Holidays.

18. NOMINATION

In the event of the Purchaser having reserved the right to appoint a nominee to purchase the property in the Purchaser's stead, such nomination including the nominee's acceptance must be made in writing and delivered to the conveyancers by 24h00 on the date of acceptance hereof failing which the right to so nominate shall lapse. In the event of the Purchaser nominating timeously then the Purchaser hereby binds himself/themselves jointly and severally [as applicable] as surety/ies to and in favour of the Seller for due performance of all the nominee's obligations arising from or associated with this agreement waiving the benefit of excussion and division.

19. REAL RIGHT TO EXTEND

In the event of the property being part of a sectional title complex then the attention of the Purchaser is drawn to the fact that the original developer of the sectional title complex of which the unit herein purchased forms a part, has reserved to himself in terms of Section 25 of the Sectional Title Act, the right to erect and complete a further building or buildings or extensions to existing building/s upon the common property.

Purchaser

Accepted on this _____ day of _____

Witness 1: _____

Seller

Witness 2: _____

THE FOLLOWING INFORMATION IN RESPECT OF THE PURCHASER AND THE SELLER IS REQUIRED FOR THE PURPOSE OF TRANSFER AND/OR LOAN APPLICATION AND ALSO CONSTITUTES AN INTEGRAL PART OF THIS OFFER TO PURCHASE. ONLY OFFICIAL RECEIPTS IN TERMS OF THE ABOVE WILL BE RECOGNISED.

PURCHASER

Purchaser's full name and surname : _____

Purchaser's I.D. Number : _____ [or if none then date of birth]

Spouse's full name and surname : _____

Spouse's I.D. Number : _____ [or if none then date of birth]

How married* [In Community of Property / Out of Community of Property / Married by the Laws of a foreign country] or Widow, Unmarried, Divorcee, etc. _____

Purchaser's Residential Address: _____

Purchaser's Postal Address: _____

Telephone numbers: Business: _____ Fax: _____ Residential: _____

Cell: _____ E-mail: _____

| | | | |
|---|--|---------------------|-----------|
| 1 | Do you have an income tax reference number and if so, state it | | |
| 2 | If you do not have an income tax reference number then disclose the amount of your income for the last 12 months | R | |
| 3 | If you are a non-resident of South Africa then state your country of residence and your passport number | Country | |
| | | Passport No. | |
| 4 | For what purpose do you intend to use the property [<i>i.e. primary residence, rental, etc.</i>] | | |
| 5 | Are you a registered VAT vendor | YES | NO |
| 6 | If you are a registered VAT vendor do you intend to claim any tax inputs arising from this transaction. If so what is your VAT registration number | YES | NO |
| | | NO. | |

PURCHASER

| BY ESTATE AGENCY | | |
|-------------------------|---|--|
| 1 | What is the name of the agent in the employ of the agency who will receive payment of commission arising from this sale | |
| 2 | What is the VAT registration number of the agency | |

SELLER:

Seller's full name and surname : _____

Seller's I.D. Number : _____ [or if none then date of birth]

Spouse's full name and surname : _____

Spouse's I.D. Number : _____ [or if none then date of birth]

How married* [In Community of Property / Out of Community of Property / Married by the Laws of a foreign country] or Widow, Unmarried, Divorcee, etc. _____

Seller's Residential Address: _____

Seller's Postal Address: _____

Telephone numbers: Business: _____ Fax: _____ Residential: _____

Cell: _____ E-mail: _____

Seller's Conveyancer: _____

First bondholder: _____ Branch: _____ Account No _____
Amount: _____Second bondholder: _____ Branch: _____ Account No. _____
Amount: _____Third bondholder: _____ Branch: _____ Account No: _____
Amount: _____

| | | | |
|---|---|---------------------|-----------|
| 1 | Do you have an income tax reference number and if so, state it | No. | |
| 2 | If you do not have an income tax reference number then disclose the amount of your income for the last 12 months | R | |
| 3 | If you are a non-resident of South Africa then state your country of residence and your passport number | | |
| | | Passport No. | |
| 4 | If you are a VAT vendor for purposes of the sale of this property, state your VAT registration number | No. | |
| 5 | Are the proceeds of the sale of this property subject to Capital Gains Tax [<i>the question is not directed to determining what tax, if any, you will have to pay, but rather to determine whether the sale is subject to the income tax regime as opposed to the capital gains tax regime</i>] | YES | NO |
| 6 | For what purpose have you used the property [<i>i.e. primary residence, rental, etc.</i>] | | |

SELLER