

OFFER TO PURCHASE

I/We,

the undersigned (hereinafter referred to as "the Purchaser") do hereby make an offer to:

(hereinafter referred to as "the Seller") to purchase the following property:

(hereinafter referred to as "the property")

subject to the following terms and conditions:

1. The purchase price is R _____ (VAT included/excluded/not applicable) and is payable as follows:
 - 1.1. the amount of R _____ is payable in cash upon acceptance hereof by the Seller which amount is to be received in trust by _____ (hereinafter referred to as "the conveyancers") pending the date of registration of the property in the name of the Purchaser;
 - 1.2. the balance of R _____ (_____)
 - 1.3. is payable in cash on the date of registration of the property in the name of the Purchaser, for payment of which amount the Purchaser must furnish approved bank guarantees withindays of the date of acceptance of this offer by the Seller.
2. This agreement is subject to the suspensive condition that the Purchaser obtains a bankloan, upon the usual terms and conditions of such bank, in the amount of R _____ within days of acceptance hereof by the Seller. This condition shall be deemed to be fulfilled once the said loan is approved notwithstanding the reservation by the bank of the right to withdraw from such loan without supplying any reasons. The Purchaser hereby authorises the Estate Agent to arrange such a loan on his/her behalf.
3. Occupation of the property shall be given to the Purchaser on _____. In the event, for any reason whatsoever, of either party occupying the property while it is registered in the name of the other party, the party occupying the property shall pay occupational interest of R _____ per month or pro rata for any part thereof, to the other party. This amount shall be payable monthly in advance at the offices of the conveyancers.
4. All advantages and risks of ownership shall pass to the Purchaser on the date of registration of the property in the Purchaser's name.
5. The Purchaser hereby acknowledges that he/she examined the property, has satisfied himself/herself with the condition thereof and that the property is being sold "voetstoots", in the condition it is in now and subject to all conditions and servitudes

contained in the title deed thereof. The Seller is not responsible to point out the pegs, indicating the corners of the property, to the Purchaser.

6. Transfer of the property into the name of the Purchaser shall be attended to by the conveyancers as soon as payment of the purchase price has been secured. The Purchaser is responsible for the payment, upon request, of all costs regarding the transfer of the property in the name of the Purchaser as well as the costs of registration of any mortgage bond to secure the loan provided for in clause 2 above. Both parties shall, upon request, sign all documents relating to the transfer of the property and the registration of the mortgage bond.
7. In the event of the Purchaser not complying with any provision of this agreement and continuing with such default for a period of 10 days of despatch by pre-paid registered mail of a notice requiring the rectification of such default, the Seller shall be entitled to:
 - 7.1. cancel this agreement and claim damages and interest; or
 - 7.2. claim immediate payment of the purchase price together with interest and damages; or
 - 7.3. cancel this agreement and retain all amounts already paid by the Purchaser as agreed liquidated damages.

In the event of the Seller cancelling this agreement in terms of this clause 7, the Purchaser shall immediately vacate the property and shall not have any right of retention in regard to the property or any fixed improvements effected by the Purchaser. Such improvements shall become the property of the Seller without any liability to compensate the Purchaser in respect thereof.

8. The Purchaser hereby elects the addresses indicated on annexure "A" hereto as the address for any notices and as the Purchaser's domicilium citandi et executandi for the serving of any documents resulting from this agreement.
9. In the event of the person signing this agreement as Purchaser, doing so in his/her capacity as duly authorised representative of a natural or juristic person, or as a trustee of a trust or of a juristic person about to be registered, such a person hereby binds himself as surety and co-principal debtor in respect of compliance by the Purchaser with her/his/its obligations in terms of this agreement.
10. Both parties confirm that this is the complete agreement between the parties and that no amendment, substitution or cancellation of this agreement shall be of any effect unless it is recorded in writing and signed by both parties hereto.
11. The Purchaser acknowledges that neither the Seller nor any body on the Seller's behalf made any representations or gave any guarantees in regard to any aspect or quality of the property other than those contained herein.
12. No latitude or indulgence which may be given or allowed by the Seller to the Purchaser in respect of any obligation in terms of this agreement, shall operate as a novation or otherwise effect the Seller's rights in terms of this agreement.
13. The Purchaser acknowledges that:
 - 13.1. he/she is aware that this agreement may be subject to the provisions of Section 29 A of the Alienation of Land Act (Act 68/1981). These provisions empower the Purchaser to revoke this offer within 5 days after the signing of this offer by the Purchaser, by either himself, or through his authorised representative, delivering an unconditional written notice to that effect to the Seller or his agent. The said period of 5 days is calculated with the exclusion of the day of signing hereof by the Purchaser as well as any Saturday, Sunday or public holiday;

13.2. the conveyancer is hereby appointed as the agent of the Seller for the purposes of delivery of the notice of revocation in terms of this clause 14.

14. _____ (hereinbefore and hereinafter referred to as the estate agent) becomes entitled to agent's commission in the amount of _____ (VAT excluded) upon acceptance of this offer by the Seller, alternatively upon all suspensive conditions being fulfilled This amount is payable by the Seller. The parties confirm that in the event of this transaction being cancelled as a result of breach of contract on the part of the Purchaser, the estate agent shall be entitled, but not obliged, to claim the said amount from the Purchaser.

15. The Seller at his own expense will obtain an electrical clearance certificate in respect of the wiring and electrical installations on the property, to be handed to the Purchaser before the date of occupation or registration of transfer, whichever takes place first.

16. Other conditions: _____

This agreement becomes legally binding upon acceptance hereof by the Seller. The parties confirm that it is not necessary for the Seller to inform the Purchaser of such acceptance.

Signed at _____ on _____ 2014

PURCHASER

Accepted at _____ on _____ 2014

SELLER

ESTATE AGENT

Annexure "A"

PURCHASER

Purchaser's full names: _____

Purchaser's identity number: _____

Date of birth: _____ Place of birth: _____

Spouses full names: _____

Spouse's identity number: _____

Date of birth: _____ Place of birth _____

Marital regime: _____
in community/out of community/unmarried

Date married: _____

Purchaser's physical address: _____

Purchaser's postal address: _____

Telephone numbers: (o) _____ (w) _____

Business address: _____

Profession: _____

Income: _____