



Africa Estate

OFFER TO PURCHASE

(This forms a Deed of Sale on acceptance by the Seller)

I / We,

.....
(Herein after "the Purchaser")

Of (address)

.....
Do hereby offer to purchase through LOUISE FOURIE AFRICA ESTATE the following property:

Erf/Plot situated at and known as

.....
(Herein after "the Property")

OR

Section No (Door No) as shown and described on Sectional

Plan No SS in the scheme together with the undivided share in the common property of the scheme appointed to the said section in accordance with the participation quota of the said section, as well as the following exclusive areas:

.....
(Herein after "the Property")

ON THE FOLLOWING TERMS AND CONDITIONS:

To all terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds of the said property, and to all such other conditions and servitudes which may exist in regard thereto, in the condition and to the extent such as it now lies.

1. Die **purchase price** of the property is: R.....

(.....)

Which amount excludes VAT (if applicable).

a) A **Deposit of R...**

(.....)

To be deposited in Trust with the Conveyances withindays after the Seller signed this agreement.

b) The purchase price/balance of the purchase price shall be paid in cash by the Purchaser to the Seller on date of Registration of the property in the name of the Purchaser.

c) Suitable guarantees for the purchase price or the balance thereof shall be furnished on or before to the Seller's transfer attorneys and the Seller shall have the sole right to stipulate the conditions of the guarantees.

2. This sale is subject to the suspensive condition that the purchaser sells his property, Erf

Situated at, withindays

From date of this agreement for R (.....)

And that such sale is successfully concluded by registration of transfer of the abovementioned property. Should the seller however receive an offer to purchase the property as that contained in this agreement, not subject to any suspensive conditions, within the said period, he/she shall give notice in writing to the Purchaser of such offer, providing a copy of the said offer, and the purchaser shall have 3 (THREE) working days after receipt of the said notice (excluding the day on which the notice is dated) to waive the benefits of this suspensive condition and purchase the property without any suspensive conditions but further on the same terms and conditions as those contained herein. Should the Purchaser fail to so waive the benefits of these suspensive conditions and thus purchase the property without any suspensive condition within the said period of 3 (THREE) working days, this agreement shall lapse and the Seller shall be entitled to accept the said offer of which he notified the Purchaser of as above mentioned. In this paragraph working days shall exclude weekend days and public holidays.

3. Occupation of the property shall be given to and taken by the Purchaser on

The Purchaser takes possession of the property on date of registration of the transfer into his name, from which date it shall be at the sole risk, profit or loss of the Purchaser.

4. The Purchaser admits having inspected the property of his satisfaction and that no guarantees have been made by the Seller or his agent regarding the condition or quality of the property or any of the improvements thereon. The Seller or his agent is not obliged to point out any pegs and/or beacons on the property.

5. This agreement is subject to the suspensive condition that the Purchaser is able to raise a loan from a financial institution upon security of a mortgage bond to be registered against the property withindays from date of Acceptance of this offer for the sum of R.....

(.....)
At the current interest rates and conditions of the financial institution concerned.

6. The Purchaser hereby authorises LOUISE FOURIE AFRICA ESTATE to apply for a loan on his/her behalf. In the event of a lesser bond being approved, the Seller/LOUISE FOURIE AFRICA ESTATE reserves the right to provide collateral security to make good such shortfall.

7. The Purchaser shall pay the transfer duty, transfer costs, bond registration and any other necessary costs to the transfer attorneys on demand.

8. The parties consent to the jurisdiction of the Magistrates Court for the hearing of any action which may arise from this agreement without prejudice to the Seller of his/her Agents' right to issue such action in the Supreme Court in the event of them so choosing.

9. If the date of occupation does not coincide with the date of registration of transfer the party enjoying the occupation of the property whilst it is registered in the name of the other party, shall in consideration of and for the period of such Occupation pay to the other party occupational interest of R.....

(.....)
Per month payable in advance at the offices of the Transfer attorneys.

10. The Seller shall pay all municipal rates and taxes (or levies in the case of a sectional title unit) on the property till date of registration thereof in the name of the Purchaser. The Purchaser will be liable for water and electricity consumption from date of occupation.

11. The Purchaser admits that the property was introduced to him/her by no other person/agent than LOUISE FOURIE AFRICA ESTATE. The parties hereby admit that LOUISE FOURIE AFRICA ESTATE is the effective cause of the sale of the property to the Purchaser and agree that LOUISE FOURIE AFRICA ESTATE (herein after "the Agents") have effected their mandate the moment that this agreement is signed by both the Seller and the Purchaser and that after all the suspensive conditions have been met, the Agents are immediately entitled to their professional fee. The Seller must pay the Agent professional fee and the Transfer Attorney is authorised to pay it out of the first available funds.

The Agent shall not be responsible in any way for any defects or other errors in the description of the property or for any other matter relating to it whether so described by the Seller or the Agent and the Agent is not responsible in any way whatever for the carrying out of The terms of this Agreement by either party.

If this Deed of Sale is cancelled by mutual agreement between the Seller and the Purchaser they will jointly and separately be liable for the payment of the Agents Professional fee. If this agreement is cancelled by the Seller in terms of Clause 12 hereof, the Purchaser accepts liability for the payment of the Agents Professional fee to the Agents, who will be entitled to claim the said commission directly from the Purchaser. The Seller and the Purchaser authorizes the transfer attorneys herewith to pay the agents professional fee from the agreement of date of registration of transfer whichever is the earlier. The Purchaser hereby indemnifies the Seller against any payment whatsoever as a result of any possible claim by any other Estate Agent for selling professional fee in respect of this transaction.

12. The parties agree that.....
Are hereby appointed as Transfer Attorneys and instructed to attend to the registration of the transfer as soon as possible after the Purchaser has paid the transfer costs, deposit and secured the payment of the purchase price.

13. Should the Purchaser fail to pay any amount due in terms of this agreement promptly on due date or to comply with any other condition of this agreement and remain in default after the expiry of 7 (SEVEN) days from the date of posting to the Purchaser by prepaid registered mail of written notice requiring the Purchaser to remedy the default, the Seller shall be entitled:

- 13.1 To cancel this agreement and in such event:
 - 13.1.1 the Purchaser must vacate the property within 3 (THREE) days from notice of cancellation, failing which the Seller will have the Purchaser ejected from the property
 - 13.1.1.1 the Seller is entitled to retain all payments received in terms of this agreement as pre-estimated and/or liquidated damages, or alternatively
 - 13.1.2 to institute action against the Purchaser for recovery of the actual damages suffered by the Seller and to retain all payments received in terms of the agreement pending determination of such actual damages;
 - 13.1.3 the Purchaser shall not be entitled to compensation for any improvements effected by him/her on the property which improvements shall become the property of the Seller;

OR

13.2 to claim immediate payment of the full amount outstanding in terms of the agreement together with any damages suffered by the Seller in consequence of the Purchaser's default.

14. The parties choose their "Domicillia et Executandi" for all purposes at the addresses as shown herein.

15. The Seller shall obtain at his costs the required certificate, which may not be older than 6 (SIX) months of compliance as mentioned in Regulation 3 promulgated in terms of the Machinery and Occupational Safety Act 1983 (Act No 6 of 1983) and deliver the said certificate of compliance to the Purchaser within 14 (FOURTEEN) days from date hereof or date of fulfilment of the suspensive conditions whichever is the latter.

If the electrical installation on the premises is faulty the Seller must at his cost repair the electrical installation in order to deliver the required certificate of compliance to the Purchaser.

16. The Purchaser will not be entitled to effect any structural alterations to the property or any improvements to the property without the written consent of the Seller first being obtained, until transfer of the property has been registered in the name of the Purchaser.
17. The parties to this agreement confirm that in the event of the purchase price being equal or less than R250 000 and if both the Purchaser and the property meet the requirements in terms of Section 29A of the Alienation of Land Act (Act 68 of 1982, as amended), the Purchaser will be entitled to revoke the offer or in the event of the offer being accepted by the Seller, to terminate this Agreement in the legally prescribed manner within 5 (FIVE) days from date of signature hereof by the Purchaser. The parties agree that the Agent will not be deemed to be the agent of the Seller within regard to any notices in terms of Section 29A of the Alienation of Land Act as detailed above.
18. **SARS (SOUTH AFRICAN REVENUE SERVICES)**
 - 18.1 the parties to this agreement undertake to furnish to the estate agent and/or the transferring attorney all information that is required by SARS to process this sale and confirm that such information furnished will be true and correct, then and in that event such party furnished the information hereby indemnifies the agent and/or attorney against any claims of whatsoever nature.
 - 18.2 It is further recorded between the parties that, in the event of there being money owed to and claimed by or otherwise attached by SARS, which has the effect that either party as a result of the actions of SARS can no longer proceed with this transaction, that in that event this transaction will become null and void and neither parties will have a claim against the other as a result thereof.
 - 18.3 The buyer guarantees the seller, and the seller guarantees the buyer that all tax obligations, including tariffs and payments with regard to income tax and vat obligations, is paid by the relevant party, and that there is no outstanding tariffs or payments owing to the Receiver of Revenue. If any outstanding obligations are relevant the buyer and seller mutually undertake hereby that within 7 days from date of signing hereof will be paid by the relevant party. If the relevant party forsakes his duty and pay any outstanding obligations within the time frame by the Receiver of Revenue, the prejudiced party will be entitled to claim damages for delaying the transaction and damages claimed will be calculated and payable with an interest rate of 12% per year on the total buying price.
19. This document contains the full agreement between the parties hereto and no variation or amendment hereof will be valid unless it is reduced to writing and signed by both parties.
20. No extension of time or any concession which the Seller may allow the Purchase will in any way prejudice the Sellers strict and full compliance of all the provisions of this agreement by the Purchaser.
21. This offer is irrevocable, save as set out in Clause 16 hereof and expires on

SPECIAL CONDITIONS:

.....

.....

.....

.....

.....

.....

Signed at

On

.....
PURCHASER

.....
WITNESS

.....
PURCHASER

.....
WITNESS

ACCEPTANCE OF OFFER

I/We, the undersigned

Of (address)

(Herein "the Seller")

Hereby accept the above offer and bind my/our self to the above mentioned terms and conditions.

Signed at

On.....

.....
SELLER

.....
WITNESS

.....
SELLER

.....
WITNESS

FURTHER PARTICULARS PURCHASER

Full names:

ID-Number:

Marital Status: Married/Unmarried

If Married: In Community / Out of Community

Full names of spouse:

ID-Number of spouse:

Tel: (H) (W) (Sell)

E-mail:

Fax:

Address:

TRUST DETAILS (If applicable)

Trust name:

Trust IT number:

Full names.....

Full names.....

Address.....

Address.....

Tel:

Tel:

ID number.....

ID number.....

Tax number.....

Tax Number.....

BOND APPLICATION

Bond application at

Consultant tel nr.....

Consultant name

Consultant fax

Bond Attorney

Bond Attorney tell

INFORMATION FURNISHED - FICA
PURCHASER

ADDRESS

.....

.....

ID NUMBER

ID- SPOUSE

TAX NUMBER

(Not confirm)

SPOUSE
TAX NUMBER

(Not confirm)

CASH BUY

FUNDS - FROM:

DEPOSIT

FUNDS - FROM:

FINANCING

FINANCIAL INSTITUTION: