## OFFER TO PURCHASE Which Constitutes an AGREEMENT OF SALE upon Acceptance by the SELLER

1	Name		 AND	•		
1.		•	(ID Number)	(ID Number)		
	Marital Status Physical Address	:				
	Postal Address Telephone number	:	Fax Number :			
			(hereinafter referred to as the "PURCHASER")			
	Hereby make(s) an o	offer to pu	rchase the under mentioned property from			
2.	Name	:	, , ,			
	Marital Status		(ID Number)			
	Business Address		Rosemary Street 408 (Cnr Lynnwood Road), Lynnwood, Pretoria			
	Postal Address	:	P.O. Box 11916, Hatfield, 0028			
	Telephone number	:	(012) 348-6008 Fax Number: (012) 348-5501			
			(hereinafter referred to as the "SELLER")			
3.	The prope	erty in resp	ect of:			
Section Sectiona	(see Anr	nexure "A' eme appor	f section <b>No</b> in Sectional title scheme <b>Grace Court</b> as shown and of the land and building or buildings situated at <b>Erf 119, Witbank</b> . An unitioned to the said section in accordance with the participation quota on the section in t	divided share in the common property ir		
Township Street Na	: WITBAI ame & No : Cnr BEA		ORTHEY STR			
Stand Siz	ze : <b>1859 m</b>	2	(hereinafter referred to as the "Property")			
4.	INTERPRETATION		(note make note here to do and not reporty)			
	In this agreement, ur		context otherwise indicates –	aludas the property; all other assets		
4.1	"the enterprise" means the letting enterprise conducted by the SELLER in respect of the property which includes – the property; all other assets necessary to carry on the enterprise;					
4.2 4.3	"the possession date" means the date of registration of transfer or such earlier date as the parties may agree in writing; "the property" means certain immovable property as described under clause 3. above together with all fixtures and fittings of a permanent nature.					
4.4 4.5	"the PURCHASER" means the person(s) and/or legal entity as described under clause 1. above. "the SELLER" means the person(s) and/or legal entity as described under clause 2. above.					
4.6 4.7	"the Conveyancers" means the attorneys nominated to effect transfer of the property as described under clause 10. "signature date" means the date on which this agreement is signed by the last party in time; "transfer" means registration of transfer of the property into the name of the PURCHASER;					
4.8						
4.9 4.10	Words and phrases i	use headings are for reference purposes only and shall not be taken into account in the interpretation of this agreement.  rds and phrases importing any one gender shall be deemed also to import the other genders and words and phrases importing the singular,  ll be deemed also importing the plural and vice versa.				
5.	PURCHASE PRICE					
	The purchase price i	is the sum	of R)			
5.1	Payable as follows: A deposit in the amo	ount of <b>R</b> 5	.000.00 shall be paid to the Conveyancer on signature of this agreement, w	hich deposit shall be invested in an		
5.2	interest bearing account for the benefit of the PURCHASER.  The balance to be paid to the SELLER against registration of this transfer.					
			DELECT against registration of this transfer.			
6. 6.1	SUSPENSIVE CONDITIONS It is a suspensive condition to the validity of this agreement that the PURCHASER should be able to obtain a loan in the amount of 100% of the purchase price from a financial institution within 14 working days from signature date. If the loan is not granted within the prescribed time the agreement will lapse and will be null and void. This clause will be for the benefit of the SELLER. The PURCHASER hereby authorise the SELLER to apply for said loan on behalf of the PURCHASER and agrees to co-operate with the SELLER'S nominated bond originators Better Bond. The registration of the loan shall be effected by LATEGAN VILJOEN & PRETORIUS ATTORNEYS, telephone number: (012) 348 6008 Reference:  A. VILJOEN, cell: 082 568 5684					
6.2	It is recorded that the fulfilment of any/all s suspensive condition	ere may b suspensiven to the va	e existing agreement(s) to purchase the Property signed which will take pre- e conditions in any such other agreement(s), will effectively cancel this agree lidity of this agreement. If applicable this transaction is further subject to the r to give transfer, failing which it will be regarded as a suspensive condition	ement and will be considered a successful conclusion of previous		
7.		shall within	S 30 days from loan approval as mentioned in clause 6.1 deliver to the Converted the balance/full purchase price to the SELLER on registration.	eyancer a Bank Guarantee. Such		
8.		escription	and/or extend of the property herein differing from that contained in the Title vill be regarded as incorporated in this agreement.	Deed, the description and/or extent		
9. 9.1	AGENTS COMMISS The PURCHASER w will be deemed earned	varrants th	at introduced the property in which case R 15 yable by the SELLER on date of registration.	,000.00 (incl VAT) agents' commission		
10. 10.1 10.2	number: (012) 348 6	008 Refe	e name of the PURCHASER shall be effected by <b>LATEGAN VILJOEN &amp; P</b> l rence: <b>A. VILJOEN, cell : 082 568 5684</b> ible for the costs of the registration of transfer for a natural person only, tran			
	for the purchaser's a		- "	-		

#### BREACH

- Both the parties shall be entitled to their normal remedies by law, either in terms of the common law alternatively the legal principals as set out in any statute.
- 11.2 Prior to any of the parties exercising their rights as contemplated in paragraph 11.1, the party wishing to exercise its aforesaid rights shall first address a letter of demand in terms of paragraph 9 herein to the defaulting party, demanding compliance with this agreement form the defaulting party, which compliance shall be made within (10) ten days from date of demand, which period shall be calculated in terms of paragraph 12.1.3.
- 11.3 Claim immediate performances by the PURCHASER of all of its obligations whether or not the due date for performance shall otherwise have arrived:
- 11.4 Claim immediate performances by the SELLER of all of its obligations whether of not the due date for performance shall otherwise have arrived;

#### 12. NOTICES AND DOMICILIA

- 12.1 The parties respectively elect:
- 12.1.1 the street addresses appearing under their names on the first page of this document as their respective domicilia citandi et executandi;
- 12.1.2 The postal addresses appearing under their names on the first page of this document for purposes of notices and correspondence given in terms of this agreement.
- 12.1.3 Any notice given by prepaid registered mail to the PURCHASER care of his postal address elected above will be deemed to have been received by the PURCHASER and its contents to have come to the PURCHASER'S notice on the 10th (tenth) day after the date on which it is posted in the Republic of South Africa or on the date upon which the notice is successfully transmitted to the PURCHASER'S chosen telefax number, provided such telefax is transmitted between the hours of 08h00 and 17h00, Mondays to Fridays (both included).

## 13. SECTION 34 OF THE INSOLVENCY ACT

The parties record that this transaction is not subject to the provisions of Section 34 of the Insolvency Act 24 of 1936 as amended.

#### 14. CERTIFICATE OF COMPLIANCE

The SELLER shall at its cost of expense furnish the PURCHASER with a certificate of compliance in respect of the property accordance with the Electrical Installation Regulation R2920 dated 23 October 1992 before registration.

### 15. WHOLE AGREEMENT

The PURCHASER acknowledges that no agreements, warranties or representations, verbal or in writing have been made by the agent or by the SELLER or on behalf of the SELLER, except as set out herein and that this agreement contains the whole agreement between the parties and that no variation, alterations, modification or suspension of any of the terms of this agreement shall be of any force and effect unless committed to writing and signed by both parties hereto.

### 16. VARIATION

No addition to or variation, consensual cancellation or novation of this agreement and no waiver or any right arising from this agreement or its breach or termination shall be any force or effect unless reduce to writing and signed ay all the parties or their duly authorized representatives.

#### 17. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any/either party to the any/other party/ies in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any rights or any/either/ party arising from this agreement, and no single or partial exercise of any right by any/either party under this agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

# 18. **LEGAL COSTS**

All costs of drafting and preparing this agreement shall be paid by the SELLER.

#### 19. **JURISDICTION**

The parties consent to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings connected with this Agreement, notwithstanding that the value of the matter in dispute might exceed the Court's jurisdiction. Notwithstanding the afore going, the parties and the Agent shall be entitled to institute all or any proceeding against any party connected with this Agreement in any Division of the Supreme Court of South Africa having jurisdiction.

### 20. LEVIES / RATES & TAXES & HOME OWNERS ASSOCIATIONS

- 20.1 Levies and/or rates and taxes and or Home Owners Association Monies are for the account of the -
- 20.1.1 SELLER up to date of registration
- 20.1.2 PURCHASER after the date of registration
- 20.2 Service fees (incl. Water & electricity) are for the account of the -
- 20.2.1 SELLER up to the date that the SELLER vacates the Property
- 20.2.2 PURCHASER from the date of occupation by the PURCHASER

#### 21. POSSESSION

Occupation of the property will be given to the PURCHASER on date of registration of transfer. In the event of the PURCHASER occupying the property before date of registration occupational rent of 0,7% of the purchase price per month will be payable monthly in advance and the risk of the property will pass to the PURCHASER and the PURCHASER shall be obliged to comply with all the requirements of the local authority as from date of occupation. From date of occupation the PURCHASER will be responsible for all municipal rates, taxes and levies payable on the property. In the event of the PURCHASER taking occupation of the property before date of registration of transfer into his name, the PURCHASER shall not be entitled to effect any structural or any other changes to the property without the written consent of the SELLER. In the event of this agreement being cancelled the PURCHASER shall immediately vacate the property.

THUS DONE and signed at <b>WITBANK</b> on this As witnesses:	day of	2008.
	PURCHASER	
THUS DONE and signed atAs witnesses:	on thisday of	2008.
	SELLER	