

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

1. Name : _____ AND _____
 _____ (ID Number) _____ (ID Number)
 Marital Status : _____
 Physical Address: _____
 Postal Address : _____
 Telephone : _____ Fax Number : _____
(hereinafter referred to as the "PURCHASER")

Hereby make(s) an offer to purchase the under mentioned property from

2. Name : _____ AND _____
 _____ (ID Number) _____ (ID Number)
 Marital Status : _____
 Physical Address: _____
 Postal Address : _____
 Telephone : _____ Fax Number : _____
(hereinafter referred to as the "SELLER")

3. The property in respect of a Unit consisting of a section in Sectional title scheme **Overberg Heights** as shown and more fully described on Sectional Plan **SG No D594/2008** (see Annexure "A") of the land and building or buildings situated at **Erf 4666, Bredasdorp**. An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota on the said sectional plan and subject to the rules of the body corporate.

Section / Unit Nr : _____
 Unit Size : ± _____ m²
 Sectional Scheme : **Overberg Heights**
 Township : **Bredasdorp**
 Street Name & No : **Smith & van Riebeeck Streets**
 Stand Size : **1833 m²**
(hereinafter referred to as the "Property")

4. INTERPRETATION

In this agreement, unless the context otherwise indicates –

- 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 "the possession date" means date of registration of transfer or such earlier date as the parties may agree in writing;
- 4.3 "the property" means certain immovable property as described under clause 3. above together with all fixtures and fittings of a permanent nature.
- 4.4 "the PURCHASER" means the person(s) and/or legal entity as described under clause 1. above.
- 4.5 "the SELLER" means the person(s) and/or legal entity as described under clause 2. above.
- 4.6 "the Conveyancers" means the attorneys nominated to effect transfer of the property as described under clause 10.
- 4.7 "signature date" means the date on which this agreement is signed by the last party in time;
- 4.8 "transfer" means registration of transfer of the property into the name of the PURCHASER;
- 4.9 Clause headings are for reference purposes only and shall not be taken into account in the interpretation of this agreement.
- 4.10 Words and phrases importing any one gender shall be deemed also to import the other genders and words and phrases importing the singular, shall be deemed also importing the plural and vice versa.

5. PURCHASE PRICE

The purchase price is the sum of R _____,00
(_____)

Payable as follows:

- 5.1 A deposit in the amount of **R 20,000.00** shall be paid to the Conveyancer on signature of this agreement, which deposit shall be invested in an interest bearing account for the benefit of the PURCHASER in terms of Section 78 (2A) of the Attorneys Act (Act No. 53 of 1979). The PURCHASER confirms and agrees that by LUTTIG & SEUN ATTORNEYS will be entitled to an admin fee of 2% of the interest earned on the investment. All Bank charges related to the Section 78 (2A) investment will be paid by the PURCHASER as well as the fee for the issue of a guarantee, if applicable.
- 5.2 The balance to be paid to the SELLER against registration of this transfer.

6. SUSPENSIVE CONDITIONS

6.1 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 minimum 85% of the purchase price from a financial institution within 21 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 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 **Betterbond Magda Viljoen Cell: 0824912125**. Registration of loan shall be effected by **LUTTIG & SEUN ATTORNEYS**, Tel **(028)424-1119**.

6.2 It is recorded that there may be existing agreement(s) to purchase the Property signed which will take precedence over this agreement and that fulfilment of any/all suspensive conditions in any such other agreement(s), will effectively cancel this agreement and will be considered a suspensive condition to the validity of this agreement. If applicable this transaction is further subject to the successful conclusion of previous transactions enabling the seller to give transfer, failing which it will be regarded as a suspensive condition to the validity of this agreement. This clause will be for the benefit of the SELLER.

7. **DELIVERY OF GUARANTEES**

The PURCHASER shall within 30 days from loan approval as mentioned in clause 6.1 deliver to the Conveyancer a Bank Guarantee, such guarantee securing payment of the balance/full purchase price to the SELLER on registration.

8. **ACKNOWLEDGEMENTS**

The Purchaser declares that he/she is aware that the zoning requires all occupants to be older than **55 years of age** and that he/she has inspected the property and that he/she is purchasing same voetstoots in the condition and the extent to which it now lies and without any warranties, express or implied, and the Seller shall not be liable for any defects, latent or patent, and the property is furthermore sold subject to all terms, endorsements and servitudes mentioned or referred to in the current and/or prior Title Deeds of the said property. In the event of the description and/or extend of the property herein differing from that contained in the Title Deed and/or Sectional Plan, the description and/or extent contained in such Title Deed and/or Sectional Plan will be regarded as incorporated in this agreement.

9. **AGENTS COMMISSION**

9.1 The PURCHASER warrants that _____, a registered estate agent, introduced the property in which case R 20,000.00 (incl VAT) agents' commission will be deemed earned and payable to said estate agent by the SELLER on date of transfer of this property to the PURCHASER.

10. **TRANSFER**

10.1 Transfer of the property into the name of the PURCHASER shall be effected by by **LUTTIG & SEUN ATTORNEYS**, telephone: **(028) 424-1119**

10.2 The PURCHASER shall be responsible for transfer duty and all costs of the registration of transfer and bond.

11. **BREACH**

11.1 Both parties shall be entitled to normal remedies by law, either in terms of 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 from 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 performance by the PURCHASER of all its obligations whether or not the due date for performance shall otherwise have arrived;

11.4 Claim immediate performance by the SELLER of all of its obligations whether or 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 by 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 (including an existing special levy for sewerage) and/or rates and taxes and/or body corporate 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 0,9% 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 and body corporate if applicable 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 _____ on this _____ day of _____ 2018.
As witnesses:

PURCHASER

THUS DONE and signed at _____ on this _____ day of _____ 2018.
As witnesses:

SELLER