



AGENCY:	FILE NUMBER:
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PROPERTY SPECIALIST:
CELLPHONE NUMBER:

OFFER TO PURCHASE – FULL TITLE

This document constitutes a memorandum of a sales agreement entered into by and between the following parties and will become a binding Agreement (deed of sale) once signed by both parties:

ENTERED INTO AND BETWEEN THE SELLER/S:

(TO BE COMPLETED BY INDIVIDUAL SELLER AND REPRESENTATIVE OF LEGAL ENTITY: * delete which is not applicable)

Surname		I.D. No.	
Full names			

(TO BE COMPLETED BY SECO ID SELLER OR SPOUSE IF MARRIED IN COMMUNITY OR BY FOREIGN LAW: * delete if not applicable)

Surname		I.D. No.	
Full names			

(TO BE COMPLETED BY COMPANY / CLOSE CORPORATION / TRUST: * delete if not applicable)

Name of Legal Entity			
Registration Number			

(Hereinafter referred to as "the Seller")

AND THE PURCHASER/S:

(TO BE COMPLETED BY INDIVIDUAL PURCHASER AND REPRESENTATIVE OF LEGAL ENTITY: * delete which is not applicable)

Surname		I.D. No.	
Full names			

(TO BE COMPLETED BY SECOND PURCHASER OR SPOUSE IF MARRIED IN COMMUNITY OR BY FOREIGN LAW: * delete if not applicable)

Surname		I.D. No.	
Full names			

(TO BE COMPLETED BY COMPANY / CLOSE CORPORATION / TRUST: * delete if not applicable)

Name of Legal Entity			
Registration Number			
Physical Street Address			

(Hereinafter referred to as "the Property")

The following immovable property namely:

Legal Property Description (ERF Number)		
Measuring	m ²	Square Meters

Together with all dwellings and outbuildings built thereon **OR** The property being a vacant stand

Insert 'X' for the applicable option

The Purchaser hereby offers to purchase from the Seller, through the agency Ponelepe Realty, the Property on the following terms and conditions:

1. TRANSACTION DETAILS

In the interpretation of this agreement, and unless the subject or context otherwise requires, the following words and expressions shall have the following meanings assigned to them below:

1.1	"the Purchase Price"	R () Rand)
	<i>(Insert 'X' for applicable VAT option)</i>	Exclusive of VAT / Inclusive of VAT
	VAT Numbers <i>(delete if not applicable)</i>	Seller's VAT Number: Purchaser's VAT Number:
1.2	"the Deposit" <i>(Purchaser to notify the Conveyancer in writing when the deposit has been paid)</i>	R () Rand) in Cash.
1.3	"the Deposit Due Date"	Within () days of acceptance of this Agreement by the Seller.
1.4.1	"the Balance" Mortgage Bond	R () Rand)
1.4.2	"the Balance" Cash	R () Rand)
1.4.3	"the Balance" Proceeds of sale – 2 nd property	R () Rand)
1.5	"the Mortgage Bond Approval Date" <i>(Delete if not applicable)</i>	/ /20 <i>(insert date)</i>
		In the event of the Mortgage Bond not being approved timeously the parties agree to an automatic extension of a further 10 (ten) days for bond approval.
1.6	"the Guarantee Date" <i>(Delete if not applicable)</i>	15 days after fulfilment of the suspensive condition in paragraph 7, if Purchase Price is financed with a mortgage loan.
		(fifteen)
		() days after the Deposit Due Date as stated in paragraph 1.3 above, if the Purchase Price is paid in Cash.
		() days after the contract date, where no deposit is due.
1.7	"the Transfer Date"	To be advised and communicated by appointed Attorney.

1.8	"the Conveyancer"	Name of Attorney Firm:
		Name of Attorney:
		Contact Number:
1.9	"the Occupation Date" <i>(insert 'X' OR insert date)</i>	Date of Registration <input type="checkbox"/> OR / /20
1.10	"the Occupational Rental" <i>(per month, paid directly to the Attorney's Account in advance)</i>	R (
		Rand)
1.11	"type of occupation given" <i>(Insert 'X' in the applicable box)</i>	Vacant occupation <input type="checkbox"/> Subject to existing tenancy
1.12	"the Existing Tenancy" <i>(Delete if not Applicable)</i>	Between: (Owner) and (Tenant)
		Lease Expiry Date:
		Monthly Rental Amount: R
1.13	"the Second Property" <i>(Delete if not Applicable)</i>	The Purchaser's property situated at: (Address):
1.14	"the Conditional Sale Date"	/ /20
1.15	"the HOA" <i>(Delete if not Applicable)</i>	The Home Owner's Association known as:
		Name of responsible Firm:
		Contact number:
1.16	"the HOA Monthly Levy" <i>(Delete if not Applicable)</i>	R per month (
		Rand) per month.
1.17	"the CPA"	Consumer Protection Act 68 of 2008 <i>(Both parties to take special notice of all clauses printed in bold as required in term of the Consumer Protection Act)</i>
1.18	"the Expiry Date" h on / / 20
1.19	"days"	Shall mean any day excluding Saturdays, Sundays & South African public holidays
1.20	"the Professional Fee"	Annexure "C" attached, refers. Ponelope Realty is a registered VAT vendor.
1.21	"the Competing Offer"	A <i>bona fide</i> unconditional written offer received from another Purchaser not party to this agreement, and accepted by the Seller, with the express provision that the purchase price is secured in full: if purchase price is paid in cash – the full purchase price having been secured by means of a letter of guarantee or paid into Conveyancer's Trust Account; if purchase price is financed with a mortgage bond the bond being approved and possible shortfalls on the purchase price being secured by means of a letter of guarantee or paid to Conveyancer's Trust Account.

2. PURCHASE PRICE

The Purchaser considers the agreed Purchase Price, as set out in Paragraph 1.1, to be fair and reasonable and to be the true consideration of this transaction. The Purchase Price, excluding the Professional Fee as stipulated in Annexure C, shall be paid to the Seller upon registration of transfer of the Property into the name of the Purchaser. No other consideration is involved between the parties, directly or indirectly.

3. DEPOSIT

3.1 The Purchaser shall pay the Deposit, as stated in paragraph 1.2, on the Deposit Due Date directly into the Conveyancers' Trust Account.

3.2 The Purchaser hereby consents to any monies paid to the Conveyancers, being invested by the Conveyancers in terms of Clause 86(4) of the Legal Practice Act (28 of 2014) in an interest-bearing account, pending registration of transfer.

3.3 If bank charges are levied against any Deposit by the bank, when monies are directly transferred to the Conveyancer's Trust Account, these bank charges shall be for the account of the relevant depositor.

4. BALANCE

4.1 On signature of this agreement by the Purchaser and the Seller, the Purchaser shall, within the agreed time period, as stated in paragraph 1.6, furnish the Conveyancers with guarantees in writing, in a format acceptable to the Conveyancer and the Seller, for payment of the balance of the Purchase Price due. Alternatively, pay the balance due in cash to the Conveyancers who shall invest the sum in an interest-bearing Trust Account on the Purchaser's behalf pending registration of transfer.

4.2 Failure to deliver the said guarantees timeously shall be deemed a material breach of this Agreement.

5. TRANSFER AND COSTS OF TRANSFER

5.1 The Seller has the right to appoint an Attorney and instructs the Conveyancers named in paragraph 1.8.

5.2 The Purchaser acknowledges the Agent informed him of his right to request the financial institution to appoint an Attorney to attend to the registration of his mortgage bond as set out in paragraph 1.4.

5.3 The Conveyancers shall effect registration of transfer of the Property into the name of the Purchaser as set out in paragraph 1.7, provided that all the terms of this Agreement have been fulfilled.

5.4 The Purchaser and Seller shall sign all documents required to effect transfer of the Property into the name of the Purchaser within 5 (five) days of being requested to do so by the Conveyancers.

5.5 All costs of Transfer, including, but not limited to, transfer duty or VAT (whichever is applicable), all costs required for registering any mortgage bond (if applicable), shall be paid by the Purchaser promptly on request thereof by the Conveyancers.

5.6 Should the Purchaser's transfer costs be derived from the proceeds of the sale of the Second Property as described in paragraph 1.13. the Purchaser hereby agrees that, by attesting his signature hereto, he authorizes the Conveyancer to obtain an undertaking from the Conveyancer attending to the transfer of the Second Property for payment of the transfer costs, which undertaking the Purchaser shall not withhold under any circumstances, to ensure that both transfers may register simultaneously so that this transfer is not delayed unnecessarily. **The Purchaser acknowledges that bridging finance may be required, all cost including the administrative fee and interest charged will be for the purchasers account and may be deducted from the proceeds of the sale of the second property.**

The transfer cost being estimated R_____

Bond costs estimated (If it's a bond) R_____

5.7 The clearance figure issued by the city council and/or the HOA, cancellation figures issued by the existing bondholder and the costs for the cancellation thereof shall be paid by the Seller within 10 (ten) days of being requested to do so by the Conveyancers. **The Seller acknowledges that bridging finance may be required, all cost including the administrative fee and interest charged will be for the Sellers account and may be deducted from the proceeds of the sale of his property.**

6. OCCUPATION

6.1 Occupation of the Property shall be given and taken on the Occupation Date as per paragraph 1.9, and subject to the Existing Tenancy, if applicable in terms of paragraph 1.12, provided that the guarantees in fulfilment of clause 4.1 or payment of the full Purchase Price have been effected, all documents have been duly signed by the Purchaser and all costs of transfer in fulfilment of paragraph 5.5 have been duly paid by the Purchaser to the Conveyancers, and that the Purchaser has paid the Occupational Rental for the first month in advance into the Conveyancer's Trust Account.

6.2 The Purchaser shall not, without the written consent of the Seller, make any alterations or additions to the Property prior to transfer.

6.3 No tenancy shall be created by occupancy before date of registration of transfer and the Purchaser's right of occupation shall terminate on cancellation of this agreement, whatever the reason therefore; and the Purchaser shall vacate the Property within 24 (twenty-four) hours upon termination of this Agreement, and shall not be entitled to a retention or to claim compensation from the Seller for any improvements made to the Property.

6.4 Should the Occupation Date be agreed as date of registration of transfer of the Property into the name of the Purchaser and the Seller, for whatsoever reason, fails to give vacant possession of the Property to the Purchaser on such date,

the parties agree that the Conveyancer shall withhold the Seller's net proceeds of the sale in Trust until such vacant possession has been given by the Seller to the Purchaser. The Seller, by attesting his signature hereto, irrevocably authorizes and instructs the Conveyancers to do so.

7. SUSPENSIVE CONDITION - MORTGAGE LOAN (delete if not applicable)

- 7.1 This Agreement is subject to the suspensive condition that the Purchaser, or Ponelopele Realty on the Purchaser's behalf as his duly authorized Agent (without releasing the Purchaser of his obligation to do so), obtains approval of a mortgage bond in the form of an official quotation or pre-agreement statement issued by a Financial Institution in the amount stated in paragraph 1.4, or such lesser amount which may be acceptable to the Purchaser, at such interest rate and on such conditions as are stipulated by the relevant Financial Institution, by no later than the close of business on the date as stated in paragraph 1.5, whereupon this suspensive condition shall be deemed to have been fulfilled.
- 7.2 Should the mortgage bond be approved for a lower amount than stated in paragraph 1.4. and it is acceptable to the Purchaser, the Purchaser shall pay the shortfall in the purchase price within 5 (five) days of the date of such mortgage bond approval directly into the Conveyancer's Trust Account. The Purchaser shall be obliged to notify the Conveyancer and the Seller in writing of the deposit paid into the Trust Account to prevent the lapsing of this Deed of Sale.
- 7.3 The Purchaser unconditionally and irrevocably agrees to give full co-operation for the purpose of obtaining the mortgage bond and hereby binds his utmost good faith in pursuing all reasonable sources of mortgage finance as contemplated in this agreement and to supply Ponelopele Realty with a copy of the written application for such loan on request.
- 7.4 The Purchaser hereby consents to Financial Institutions and/or any third party applying for the bond on behalf of the Purchasers carrying out identity, fraud prevention and credit checks as well as the sharing of information relating to his application through the South African Fraud Prevention Services.
- 7.5 The Purchaser hereby acknowledges that a mortgage bond shall be deemed to be granted, and the suspensive conditions deemed having been fulfilled, when a Financial Institution issues an official quotation, pre-agreement statement or similar document indicating that the Purchaser qualifies for the mortgage bond, notwithstanding the fact that such grantor/s may reserve the right to withdraw or resile at any time from the loan/s so approved for any reason whatsoever or without furnishing reasons.
- 7.6 The suspensive condition is inserted for the benefit of the Purchaser who is entitled to waive fulfilment of any of the conditions by written notice to the Seller.
- 7.7 Should this application be successful, the Purchaser understands that Credit Life life assurance, in some instances, and Home Owner Protector insurance covering both the mortgage bond and the property will be required. The Purchaser hereby gives consent to the necessary information being forwarded to an independent insurance company so that they may provide the Purchaser with comparative and competitive quotes for Mortgage and Home Owner Protection cover.
- 7.8 In the event that the suspensive condition as set out in 7.1 above has not been fulfilled within the time period as stated in paragraph 1.5 (or such extended period as agreed to between the parties in writing) then this Agreement shall automatically fail and be of no further force and effect, and the Parties will use their respective best endeavours to restore the *status quo ante* and all amounts paid by the purchaser in terms of this agreement on account of the purchase price will be refundable to him, including any interest which may have accrued.

8. SUSPENSIVE CONDITION - SALE OF SECOND PROPERTY (delete if not applicable)

- 8.1 This Agreement is subject to, and conditional upon the sale of the Purchaser's property as set out paragraph 1.13 by no later than the Conditional Sale Date as set out in paragraph 1.14 or such extended period as the Seller, in his sole discretion, may allow by notice in writing to the Purchaser. This condition exists for the benefit of the Purchaser who may unilaterally waive compliance therewith, in writing.
- 8.2 It is specifically recorded that this suspensive condition shall not be regarded as having been fulfilled until all suspensive conditions to which the sale of the Second Property is in turn subject to, are fulfilled. The Purchaser undertakes that the transfer of the Second Property will take place simultaneously with or prior to the Transfer of the Property and that he will not accept an offer which is subject to the sale of a third property.
- 8.3 In the event that the suspensive condition as set out in paragraphs 8.1 above has not been fulfilled within the time period as stated in paragraph 1.14 or such extended period as agreed to by the Seller in writing, then this Agreement shall automatically fail and be of no further force and effect, and the Parties will use their respective best endeavours to restore the *status quo ante* and all amounts paid by the purchaser in terms of this agreement on account of the purchase price will be refundable to him, including any interest which may have accrued.
- 8.4 The Seller may continue to market the Property until the suspensive condition relating to the sale of the second property has been fulfilled. Should the Seller, during this time, receive an unconditional offer to purchase for the Property ("the

Competing Offer" as defined in paragraph 1.22)), he will have the right to call upon the Purchaser by notice in writing, to waive the suspensive condition contained in paragraph 8.1, thereby making the sale unconditional, within seventy-two hours (72 hours) after delivery of such notice to the Purchaser, or such extended period as the Seller in his sole discretion may allow ("the waiver period"). Such notice shall include a copy of the Competing Offer. If the Purchaser fails to fulfil or waive his/her rights in writing within the Waiver Period, the Seller shall be entitled, but not obliged, to accept the Competing Offer. The Seller shall notify the Purchaser of his decision in writing within 3 (three) days, at which time, should he accept the Competing Offer, this sale shall lapse and be null and void. Should the Seller elect not to accept the Competing Offer, this Agreement shall remain in full force and effect.

9. POSSESSION AND RISK

- 9.1 Possession of the Property, all risks and benefits of ownership shall pass to the Purchaser on date of registration of transfer, from which date the Purchaser is liable for the payment of rates, taxes and levies for the Property.
- 9.2 The Seller indemnifies the Purchaser from any claim that may be instituted against the Purchaser by any relevant authority for arrear rates / taxes / services that may be owing to such authority in respect of the Property. The Purchaser reserves the right to take recourse against the Seller in the event that any authority should institute action against the Purchaser for alleged arrear rates / taxes / services owing by the Seller.
- 9.3 Should occupation be given and taken prior to registration, all risks and benefits of ownership, excluding liability for the payment of rates and taxes, insurance and levies relating to ownership of the Property, shall pass to the Purchaser from date of occupation.

10. CERTIFICATES

- 10.1 The Seller hereby undertakes at his own cost, to furnish to the Conveyancer, prior to the Occupation Date, or date of registration **and** transfer, whichever is earlier, with a valid: *(delete those not applicable to your region)*
- 10.1.1 Certificate of Electrical Compliance from an accredited electrical contractor in terms of the regulations of the Occupational Health and Safety Act No. 85 of 1993, as amended.
- 10.1.2 Certificate issued by a registered gas installer to the effect that all the gas installations on the property complies with the industry standard *(if applicable)*.
- 10.1.3 Certificate issued by local authorities in terms of the Spatial Planning and the Land Use Management Act 16 of 2013 (SPLUMA) that the property complies with the correct land use, issued prior to submission to the Deed Office (Mpumalanga only) *(if applicable)*.
- 10.1.4 An electric fence compliance certificate in terms of Regulation 12 of the Electrical Machinery Regulations issued in terms of the Occupational Health and Safety Act, Act 85 of 1993 *(if applicable)*.
- 10.1.5 Entomologist Certificate *(if applicable)* to the effect that the property is free of from infestation by timber/wood destroying insects *(if applicable)*.
- 10.2 The Seller warrants that no additions or alterations will be made to any of the electrical, gas installations or plumbing installations on the Property after the issue of the relevant Certificates and prior to occupation by the Purchaser, or date of registration of transfer, whichever is earlier.
- 10.3 Should the Seller fail to furnish the Purchaser with the required Certificates timeously, the Purchaser shall be entitled to obtain same and the Seller, by appending his signature hereto, authorises the Conveyancer to reimburse the Purchaser by deducting the costs thereof from the proceeds of the sale.

11. VOETSTOOTS

- 11.1 **The Property is sold voetstoots as it stands at date of signature hereof, together with all buildings, fixtures and fittings thereon. The Seller is therefore not liable to the Purchaser for any defects in the Property, whether visible or not, unless the Seller knew of material defects that are not visible (latent defects) and did not bring them to the attention of the Purchaser. Annexure "A" refers.**
- 11.2 Neither the Seller nor Ponelepe Realty shall be obliged to point out the boundaries of the Property or survey beacons and shall not be responsible for any deficiency in the extent of the Property or be entitled to the benefit of any excess, neither shall he be liable for the correctness of the advertisement of the property, or the square meterage of the stand or the buildings erected thereon.

12. WARRANTIES AND UNDERTAKINGS

- 12.1 The Seller declares that he is not selling the property in the ordinary course of business and that the Seller is therefore not a supplier as defined in terms of the CPA. The CPA is therefore not applicable as far as the sale of the property is concerned and therefore no cooling-off period (as envisaged by the CPA) applies.**
- 12.2 The Seller has given no undertakings or issued any warranties other than what is expressly contained in this Agreement.
- 12.3 The Seller declares that he is a South African resident. In the event of the Seller being a non-South African resident or failing to provide a valid resident's permit to the Conveyancers, the Seller hereby authorises the Conveyancers to withhold such portion of the proceeds of the sale as is required by Section 35A of the Income Tax Act.
- 12.4 The parties hereto agree that this Agreement constitutes the entire Agreement between them and that no warranties or representations other than those contained herein have been made by any of the parties, or their Agent nor are there any suspensive conditions to this Agreement which are not included herein. No variation, waiver or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 12.5 The Purchaser warrants that he was not introduced to the property through any estate agency other than Ponelepele Realty before entering into this Deed of Sale. He further warrants that Ponelepele Realty is the effective cause of the sale.**
- 12.6 The Purchaser declares that he was granted fair and ample opportunity to inspect the property to his satisfaction and is aware of all conditions and servitudes to which the property is subject to.**
- 12.7 The Purchaser and Seller warrant that all the material terms of this agreement have been explained to them by the relevant Ponelepele Realty agent prior to signature of this agreement.**
- 12.8 The Seller warrants that there are no illegal occupants or squatters in or on the property at the time of signing this Agreement.
- 12.9 If there is more than one Purchaser, their liability hereunder shall be jointly and severally.

13. PROFESSIONAL FEES

- 13.1 The Professional Fee, as set out in Annexure "C", is included in the Purchase Price and is payable by the Seller to Ponelepele Realty upon date of registration of transfer. The Professional Fee shall be deemed to have been earned upon signature of this Agreement by the parties and fulfilment of all the suspensive conditions contained herein.**
- 13.2 Should this Agreement be cancelled as a result of breach on the part of the Seller then the Seller acknowledges that he remains liable for payment of the full Professional Fee to Ponelepele Realty.**
- 13.3 Should this Agreement be cancelled as a result of breach on the part of the Purchaser then the Purchaser acknowledges that Ponelepele Realty will suffer damages to the amount of the loss of the Professional Fee. Accordingly, the Purchaser will then be liable for payment of the full Professional Fee to Ponelepele Realty.**
- 13.4 Should this Agreement be cancelled by agreement between the Seller and the Purchaser, then the Seller and the Purchaser acknowledge that they are jointly and severally liable for payment of the full Professional Fee to Ponelepele Realty.**
- 13.5 An act of insolvency, or the granting of a provisional or final order of liquidation or sequestration in respect of the Seller, shall constitute a breach of this agreement by the Seller, in which event, should the Trustee/ Liquidator of the Seller's insolvent estate elect to proceed with the sale: the Purchaser shall assume the Seller's liability for payment of the Professional Fee to Ponelepele Realty. The amount of Professional Fee paid by the Purchaser to Ponelepele Realty shall constitute damages suffered by the Purchaser as a consequence of the Seller's breach, which damages the Seller authorizes the Purchaser to offset against the Purchase Price.
- 13.6 Any legal costs incurred by Ponelepele Realty in enforcing its rights to the Professional Fee against the Seller and/or the Purchaser shall be paid by the defendant on the scale levied between Attorney and client.
- 13.7 The parties agree that Ponelepele Realty shall affix a "Sold" board to the Property for a period of 3 (three) months from the date upon which all suspensive conditions in terms of this agreement have been fulfilled.

14. BREACH

- 14.1 Should either party commit a breach of any of the terms of this Agreement, and fail to remedy same within seven (7) days of being called upon in writing to do so, the aggrieved party shall be entitled to, without prejudice to his rights, claim any damages that he may have suffered as a result of such breach, to cancel the Agreement by written notice to the defaulting party; or to claim specific performance by the party of his/her obligations in terms of this Agreement.
- 14.2 No latitude, extension of time or indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this Agreement.
- 14.3 Should this agreement be cancelled as a result of breach by the Purchaser, then the Purchaser acknowledges and irrevocably agrees that his deposit and/or any amount paid by him to the Conveyancer for costs in connection with the transaction, may be utilized towards payment of the Professional Fee and may be paid out to Ponelepele Realty by the Conveyancer from such deposit or costs received. Ponelepele Realty, the Seller and Purchaser hereby indemnify the Conveyancer against any claims for damages or otherwise that may be instituted by any party to this deed of sale for any reason of payment of the Professional Fee made by the Conveyancer to Ponelepele Realty in accordance with this paragraph. Any balance shall be paid to the Seller as liquidated damages.**
- 14.4 Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate the Property within 24 hours, and to ensure that the Property shall be vacated by any persons who occupy it through the Purchaser's title or by his permission. Occupation shall be redelivered in the same good order and condition as at the Occupation Date.
- 14.5 The defaulting party shall pay all legal and other costs, including costs on the Attorney and client scale, incurred by the innocent party in successfully enforcing the provisions of this agreement.
- 14.6 The Purchaser and Seller choose their addresses as stated in this Agreement (Annexure "E" and "F"), as the address at which they will accept delivery of service of all notices and legal process. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received by the addressee on the fourth business day following the posting thereof by pre-paid registered post or on the date of delivery or transmission thereof if delivered by hand or if transmitted by fax or sent by e-mail.

15. MORA CLAUSE

In the event of there being any delay by either party, of which delay has not been agreed upon in writing by both parties, the defaulting party undertakes to pay interest on the Purchase Price, over and above any Occupational Rental due. The agreed interest rate shall be 2 percentage points above the prime lending rate charged by Nedbank Limited, to be calculated from the date the defaulting party is notified in writing by the Conveyancers, as being in Mora, to the date on which the defaulting party has ceased to be in Mora.

16. COMPANY OR CLOSE CORPORATION (delete if not applicable)

Should the Purchaser act as trustee for a company still to be formed, and the said company is not formed within 21 (twenty-one) days from date of signature of this agreement or if it is formed, but this Agreement is not ratified and adopted within 21 (twenty-one) days from date of signature of this agreement, the Purchaser, in his personal capacity, shall be the Purchaser hereunder and shall be bound by all the terms of this agreement. Should the company be duly formed and duly adopts and ratifies this Agreement, then the signatory, by attesting his signature hereto, binds himself as surety and co-principal debtor jointly and severally with the company for the fulfilment of all the terms and conditions of this Agreement. In the event of a registered company, trust or close corporation being the Purchaser, the signatory, by attesting his signature hereto, binds himself as surety and co-principal debtor, jointly and severally with the company, trust or close corporation for the fulfilment of all terms and conditions of this Agreement.

17. HOME OWNERS ASSOCIATION (HOA) (delete if not applicable)

- 17.1 The Purchaser acknowledges that he will become a member of the HOA of the complex as stated in paragraph 1.15 and that he will be bound to its rules upon registration of the transfer.
- 17.2 The monthly levy is the amount as stated in paragraph 1.16, subject to an annual escalation and is payable from date of registration to the HOA or its managing agent.
- 17.3 The Purchaser acknowledges that he has inspected the financial statements of the said HOA and that he is satisfied with the contents thereof.
- 17.4 The Purchaser acknowledges that he has inspected the management rules of the said HOA that he is satisfied with the contents thereof and is aware that by attesting his signature hereto, he is binding himself legally thereto.

18. FIXTURES AND FITTINGS

18.1 The Property is sold together with the following fixtures and fittings as well as all trees and rooted plants situated on it at the date of this Agreement, namely: *Insert 'X' for the applicable option*

Fitted light fittings, shades and bulbs		Fitted Awnings		TV and M-net aerials		Additional Items:	
Oven - built-in		Pelmets		DSTV Satellite dish			
Stove – upright		Built-in Cupboards and shelves		Internet Satellite dish			
Hob – built-in		Fitted mirrors		All swimming pool equipment			
Extractor fan		Fitted heaters		Pool cover / net			
Fitted carpets		Fireplace grates		Pool filter and pump			
Curtain rails, rods, rings and associated hold backs		Intercom system		Irrigation system			
Electric fencing		Garden water feature and pump		Electric gate motor			
Burglar alarm		Security Gate/s		Automatic garage motor			
Panic remote/s and button/s		Security Camera/s					
Remote Control/s		Black Municipal Trolley Bin					

18.2 And specifically excluding the following:

18.3 The Seller warrants that all fixtures and fittings are his property and are fully paid for. The Seller undertakes to maintain the property, fixtures and fittings in the same good condition and working order from date of signature of the Offer to Purchase to date of transfer.

19. SPECIAL CONDITIONS

20. COOLING – OFF CLAUSE

Should the Purchase Price be an amount of less than R250 000.00 (Two Hundred and Fifty Thousand Rand), the Purchaser has the right to revoke this offer or terminate this Agreement by written notice to be delivered to the Seller or Ponelelope Realty, within 5 (five) days from date of signature, as set out by the CONSUMER PROTECTION ACT 2008 (ACT NO 68 OF 2008)

21. GOVERNING LAW

The parties agree that the law of South Africa shall apply to this contract and the legal consequences thereof.

22. EXPIRY

The first signature of this Agreement shall constitute an irrevocable Offer by the signatory, which may not be withdrawn prior to presentation to the Seller or the Purchaser, whichever the case may be, and which thereafter shall remain open for acceptance until the Expiry Date as set out in paragraph 1.18 where after it shall lapse and be of no further force and effect, but is binding upon acceptance hereof by or on behalf of the Seller, without the Purchaser having been notified of the Seller's acceptance. Ponelepele Realty is hereby appointed as the Agent for the Seller and Purchaser for the purpose of communication of acceptance.

24. SIGNATURE IN COUNTERPARTS

This Agreement may be signed in separate counterparts in whichever electronic form, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same document and be regarded as an original.

Thus, done and signed at _____ on this the ____ day of _____ 20 ____

1. _____ AS WITNESS (1) AS WITNESS (2)
 THE PURCHASER (1) (duly authorised)

2. _____ FULL NAMES AND SURNAME OF WITNESS (1)
 _____ IDENTITY NUMBER OF WITNESS (1)
 _____ FULL NAMES AND SURNAME OF WITNESS (2)
 _____ IDENTITY NUMBER OF WITNESS (2)

Thus, done and signed at _____ on this the ____ day of _____ 20 ____

1. _____ AS WITNESS (1) AS WITNESS (2)
 THE SELLER (1) (duly authorised)

2. _____ FULL NAMES AND SURNAME OF WITNESS (1)
 _____ IDENTITY NUMBER OF WITNESS (1)
 _____ FULL NAMES AND SURNAME OF WITNESS (2)
 _____ IDENTITY NUMBER OF WITNESS (2)

This Agreement has been negotiated by: _____ (Agent's full names)

Agent's I.D. Number _____ who on behalf of Ponelepele Realty hereby accepts the benefits of the Agreement and accepts the cession contained in this Agreement.

Agent signature

ANNEXTURE A
IMMOVABLE PROPERTY CONDITION REPORT AS REQUIRED BY THE EAAB

Whereas the Seller is the registered Seller of the Property which has been sold in terms of the Deed of Sale to which this Annexure forms a part. This does not constitute a guarantee and/or warranty of any kind or nature by the Seller or by Ponelepe Realty. It should not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale. The Seller of the Property discloses the information hereunder in the utmost good faith and hereby authorizes Ponelepe Realty to provide a copy of this statement and to disclose any information contained herein to any Purchaser in connection with any actual or anticipated sale of the Property.

STATEMENT CONCERNING THE CONDITION OF THE PROPERTY

- 2.1 To be completed first by the Seller by marking an "x" in the applicable box; then
- 2.2 To be initialised by the Purchaser next to each statement in the applicable box
- 2.3 If the Seller marked a specific statement as "YES" full details regarding the defect must be furnished by means of a separate statement, attached hereto.

STATEMENT:	SELLER			PURCHASER INITIALED
	YES	NO	N/A	
I am aware of defects in the roof				
I am aware of defects in the electrical systems				
I am aware of defects in the electrical fence system (mark not N/A if the property does not have an electrical fence)				
I am aware of defects in any part of the plumbing systems, including any defects pertaining to the swimming pool				
I am aware of defects in the heating and/or air-conditioning systems, including air filters and humidifiers				
I am aware of defects in the septic system or other sanitary disposal systems				
I am aware of any defects to the property or in the basement or foundations of the property, including cracks, seepage and bulges, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps				
I am aware of any structural defects in the property				
I am aware that remodeling or refurbishment has affected the structure of the property				
I am aware that any additions, alterations, improvements or erections made on the property, were only carried out after the required consents, permissions and permits, were properly obtained, from the relevant local authority				
I am aware that a structure on the property has been designated as a historic building				

ADDITIONAL INFORMATION required regarding questions answered YES above - attach detailed statements or reports hereto.

SELLER'S CERTIFICATION

The Seller hereby certifies that the information provided in this annexure, is, to the best of the Seller's knowledge and belief, true and correct as at the date when the Seller signs this annexure.

PURCHASER'S ACKNOWLEDGEMENT

The Purchaser acknowledges that he has perused this annexure in detail and is satisfied with the contents thereof. By attesting his signature hereto, the Purchaser is regarded as being fully informed concerning any defects and other aspects concerning the Property as disclosed by the Seller in terms hereof, as well as the extent of such defects and the repairs that may be necessary, alternatively the Purchaser undertakes to fully investigate and ascertain the extent of the defects and the repairs necessary prior to concluding the deed of sale.

Thus, done and signed at _____ on this the _____ day of _____ 20__

PURCHASER (1) THE PURCHASER (2) SELLER (1) SELLER (2) THE

ANNEXURE “B” - FICA FOR PARTIES

In terms of the Financial Intelligence Act No (38) of 2001, it is compulsory for the agency to obtain the documents below as ruled by the Estate Agency Affairs Board, who is the Supervisory Body for the estate agency sector. The Transfer Attorney, who is governed by the Law Society, will require their own set of documents in order for them to proceed with the transfer process. The agency is therefore not allowed to proceed with the contractual obligations without these documents and are obliged by law to keep copies of these documents in a fireproof safe for a period of 5 years.

TICK EACH APPLICABLE BLOCK OF FICA DOCUMENTS RECEIVED: “S” FOR SELLER AND “P” FOR PURCHASER

ALL INDIVIDUAL PARTIES

S	P	Identity Document
S	P	Marriage Certificate (if applicable) – whichever type of marriage regime applies
S	P	Ante nuptial Contract (if applicable)
S	P	Proof of residence showing your physical address (e.g. rates/electricity account, insurance policy or contract of lease not older than 3 months – not bank accounts)
S	P	Income Tax Number
S		Divorce order and Settlement agreement (if applicable)
S		Latest statement from council for the property being sold
S		Latest statement from body corporate and/or home owner’s association for the property being sold

LEGAL ENTITIES

CLOSE CORPORATIONS					
S	P	CK1 or CK2 document			
S	P	Resolution signed by all members nominating representative to sign on behalf of the CC			
S	P	Contact details of accounting officer			
S	P	Identity document of each member			
S	P	Proof of residence for each member showing his physical address (e.g. rates/electricity account, insurance policy or contract of lease not older than 3 months – not bank accounts)			
COMPANIES					
OLD COMPANIES ACT			NEW COMPANIES ACT		
S	P	CM44 Articles (old)	S	P	CoR 14.3 – Registration Certificate
S	P	CM46 Certificate to Commence Business	S	P	CoR 15.1A – Memorandum of Incorporation
S	P	CM1 Certificate of Incorporation	S	P	CoR 14.1 Annex A or CoR 39 – directors
S	P	CM2 Memorandum	S	P	CoR 14.1 Annex D or CoR 44 – auditors
S	P	CM29 Register of Directors, Auditors, Officers			
S	P	Resolution signed by all directors nominating representative to sign on behalf of the Company			
S	P	Contact details of Auditor			
S	P	Identity document of each director			
S	P	Proof of residence for each director showing physical address (e.g. rates/electricity account, insurance policy or contract of lease not older than 3 months – not bank accounts)			
TRUSTS					
S	P	Deed of Trust			
S	P	Letter of Authority			
S	P	Resolution signed by all Trustees nominating representative to sign on behalf of the Trust			
S	P	Contact details of Auditor			
S	P	Identity document of each Trustee			

S	P	Proof of residence for each trustee showing physical address (e.g. rates/electricity account, insurance policy or contract of lease not older than 3 months – not bank accounts)
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DECEASED ESTATES

S	Letter of Executorship	
S	Copy of the Will	
S	Executor's name:	
S	Executor's contact number:	
S	Attorney firm attending to necessary transfer:	
S	Executor's Contact No. and Email Address	

Annexure "B1" – PURCHASER

FICA DECLARATION BY PURCHASER						
Information required to comply with the Financial Intelligence Centre Act No 38 of 2001						
Full Names						
Identity No/Passport						
Address						
Cell phone Number					Work Number	
Marital Status	COP	ANC	UNMARRIED	FOREIGN	E-mail address	
Spouse Full Names						
Identity No/Passport						
Are you acting on behalf of another person?					Yes	No
Name of person/juristic person you are acting for:						
Instrument of this authority:			Resolution	Power of Attorney	Other	
How will this transaction be financed?			Cash	Bond	Other	
SUPPORTING DOCUMENTS						
Individual	Close Corporation		Trusts		(Pty) Ltd	
ID/Passport	ID Members & Rep		ID Trustees & Rep		ID Directors & Rep	
Rates & Taxed bill	Resolution/POA directors & Rep		Resolution/POA Trustees & Rep		Resolution/POA directors & Ref	
Insurance/Levy statement	CK1 or CK2		Letter of authority		CoR 14.3 Reg Cert	
Motor/TV licence	POA of Company		Deed of Trust		CoR 15.1A – MOI	
Notification from Home Affairs/Tax registration	Letter from Accounting office – business & shareholding		Letter of Accounting officer – business and shareholding		CoR 14.1 Annex A or CoR 39 Directors	
			POA of Trust		Cor 14.1 Annex D or Cor 44 - Auditors	
					Letter from Accounting officer – business & shareholding	
					POA of Company	
Deceased Estate - Additional						
Letter of Executorship	Copy of Will		Executor Detail			
Risk Assessment – Is this transaction reportable?					Yes	No
High Risk – Requires Original Documents				Low Risk – Copies of documents		
Cash > R25 000, non-citizen, Juristic person, unconcerned with details or evasive, person on list 1267				Involves Bank, bond and attorney, existing client, homogeneous, listed companies, professionals.		

I the undersigned declare that the information provided above is accurate in all respects, signed at _____ on _____ 20__.

PURCHASER (Who is duly authorised)

WITNESS

AGENT

Annexure "B2" – SELLER

FICA DECLARATION BY SELLER						
Information required to comply with the Financial Intelligence Centre Act No 38 of 2001						
Full Names						
Identity No/Passport						
Address						
Cell phone Number				Work Number		
Marital Status	COP	ANC	UNMARRIED	FOREIGN	E-mail address	
Spouse Full Names						
Identity No/Passport						
Bond Bank				Bond Account no		
Are you acting on behalf of another person?				Yes	No	
Name of person/juristic person you are acting for:						
Instrument of this authority:			Resolution	Power of Attorney	Other	
SUPPORTING DOCUMENTS						
Individual	Close Corporation		Trusts		(Pty) Ltd	
ID/Passport	ID Members & Rep		ID Trustees & Rep		ID Directors & Rep	
Rates & Taxed bill	Resolution/POA directors & Rep		Resolution/POA Trustees & Rep		Resolution/POA directors & Ref	
Insurance/Levy statement	CK1 or CK2		Letter of authority		CoR 14.3 Reg Cert	
Motor/TV licence	POA of Company		Deed of Trust		CoR 15.1A – MOI	
Notification from Home Affairs/Tax registration	Letter from Accounting office – business & shareholding		Letter of Accounting officer – business and shareholding		CoR 14.1 Annex A or CoR 39 Directors	
			POA of Trust		Cor 14.1 Annex D or Cor 44 - Auditors	
					Letter from Accounting officer – business & shareholding	
					POA of Company	
Deceased Estate - Additional						
Letter of Executorship	Copy of Will		Executor Detail			
Risk Assessment – Is this transaction reportable?				Yes	No	
High Risk – Requires Original Documents				Low Risk – Copies of documents		
Cash > R25 000, non-citizen, Juristic person, unconcerned with details or evasive, person on list 1267				Involves Bank, bond and attorney, existing client, homogeneous, listed companies, professionals.		

I the undersigned declare that the information provided above is accurate in all respects, signed at _____ on _____ 20__.

SELLER (Who is duly authorised)

Witness

Agent

ANNEXTURE C
PROFESSIONAL FEE AGREEMENT

Whereas the Seller is the registered owner of the property which has been sold by Ponelepe Realty in terms of the Deed of Sale to which this Annexure forms part of.

Now therefore, I hereby instruct the Conveyancer to irrevocably and unconditionally pay the Professional fee as set out below as a first charge against the purchase price of the abovementioned property directly to Ponelepe Realty, immediately upon registration of transfer of the property into the name of the Purchaser.

The Professional Fee is calculated as follows:

(a) Purchase Price				R
(b) Net Professional Fee (excl VAT)	%	of (a)		R
(c) VAT	%	% of the Net Professional Fee (b x VAT % / 100)		R
(d) Gross Professional Fee (incl VAT) (b+c)				R
(e) Balance of Purchase Price paid to Seller (a-d)				R

The parties hereto confirm the content of paragraph 14 of the Deed of Sale and, by attesting their signature hereto, agree to bind themselves thereto.

Thus, done and signed at _____ on this the _____ day of _____ 20__

PURCHASER (1) THE PURCHASER (2) AS WITNESS (1) AS WITNESS (2) THE

Thus, done and signed at _____ on this the _____ day of _____ 20__

THE SELLER (1) THE SELLER (2) AS WITNESS (1) AS WITNESS (2)

THE AGENT (1) THE MENTOR AGENT / PRINCIPAL AGENT

** (delete if not applicable)*

*It is hereby recorded that the above commission was earned by means of a joint marketing effort between _____
 _____ (Listing Agency name) and _____
 _____ (Contract Agency name).*

*The Transfer Attorney is hereby instructed to pay each Agency its own commission portion as per the **Attorney undertaking request letter.***

ANNEXURE "D"

Please complete by ticking alongside the applicable box)

The Seller will provide written instructions to Ponelopele Realty in this Annexure if the Seller requires Ponelopele Realty to attend to the compliance certificates as set out in Clause 10.1 of this Agreement, failing which the Seller will remain responsible for the issue of the relevant compliance certificates.

The Seller hereby authorizes Ponelopele Realty to attend to the following compliance certificates required in terms of Clause 10 of this Agreement (*Insert 'X' in the applicable box/es*):

<input type="checkbox"/>	Certificate of Electrical Compliance (10.1.1.)
<input type="checkbox"/>	Certificate issued by a registered gas installer (10.1.2)
<input type="checkbox"/>	Certificate issued by the local authorities in terms of SPLUMA (10.1.3)
<input type="checkbox"/>	Electrical Fence Compliance Certificate (10.1.4)
<input type="checkbox"/>	Entomologist Certificate (10.1.5)

Thus, done and signed at _____ on this the _____ day of _____ 20__

SELLER (1) **THE SELLER (2)** **AS WITNESS (1)** **AS WITNESS (2)** **THE**

ANNEXTURE E

SELLER 1 - CONTACT DETAILS

(TO BE COMPLETED BY INDIVIDUAL SELLER AND REPRESENTATIVE OF LEGAL ENTITY: * delete which is not applicable)

Title		Surname	
Full Names			
Identity Number		Income Tax No.	
Cell phone Number		Landline Tel No.	
Email Address			
Residential Address			
Postal Address			
Existing bond account holder		Existing bond account Number	

(Insert 'X' for the applicable boxes below

Single	Married	Divorced			
If married, by what type of legal contract? (Insert 'X' for the applicable option)					
In Community of Property	Out of Community of Property	Antinuptial Contract (ANC)	Customary/Traditional	Other Country	
HAS YOUR MARITAL STATUS CHANGED SINCE THE PROPERTY WAS REGISTERED IN YOUR NAME?				Yes	No
IF YES, PLEASE PROVIDE DETAILS:					

SELLER 2 - CONTACT DETAILS

(TO BE COMPLETED BY SECOND SELLER OR SPOUSE IF MARRIED IN COMMUNITY OR BY FOREIGN LAW: * delete if not applicable)

Title		Surname	
Full Names			
Identity Number		Income Tax No.	
Cell phone Number		Landline Tel. No.	
Email Address			
Residential Address			

(Insert 'X' for the applicable boxes below

Single	Married	Divorced			
If married, by what type of legal contract? (Insert 'X' for the applicable option)					
In Community of Property	Out of Community of Property	Antinuptial Contract (ANC)	Customary/Traditional	Other Country	
HAS YOUR MARITAL STATUS CHANGED SINCE THE PROPERTY WAS REGISTERED IN YOUR NAME?				Yes	No
IF YES, PLEASE PROVIDE DETAILS:					

TO BE COMPLETED BY COMPANY / CLOSE CORPORATION / TRUST: * delete if not applicable)

Name of Legal Entity			
Registration Number			
Registered Address (Domicilium)			
Cellphone Number		Landline Telephone No. (business hours)	
E-mail Address			
Income Tax Number		VAT Number	

ANNEXTURE F**PURCHASER 1 - CONTACT DETAILS****(TO BE COMPLETED BY INDIVIDUAL PURCHASER AND REPRESENTATIVE OF LEGAL ENTITY: * delete which is not applicable)**

Title		Surname	
Full Names			
Identity Number		Income Tax No.	
Cell phone Number		Landline Tel. No.	
Email Address			
Residential Address			
Existing bond account holder		Existing bond account Number	

(Insert 'X' for the applicable boxes below)

Single	Married	Divorced
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if married, by what type of legal contract? (Insert 'X' for the applicable option)

In Community of Property	Out of Community of Property	Antinuptial Contract (ANC)	Customary/Traditional	Other Country	
HAS YOUR MARITAL STATUS CHANGED SINCE THE PROPERTY WAS REGISTERED IN YOUR NAME?				Yes	No
IF YES, PLEASE PROVIDE DETAILS:					

PURCHASER 2 - CONTACT DETAILS**(TO BE COMPLETED BY SECOND PURCHASER OR SPOUSE IF MARRIED IN COMMUNITY OR BY FOREIGN LAW: * delete if not applicable)**

Title		Surname	
Full Names			
Identity Number		Income Tax No.	
Cellphone Number		Landline Tel. No.	
Email Address (Domicilium)			
Residential Address (Domicilium)			
Postal Address (Domicilium)			

(Insert 'X' for the applicable boxes below)

Single	Married	Divorced
--------	---------	----------

if married, by what type of legal contract? (Insert 'X' for the applicable option)

In Community of Property	Out of Community of Property	Antinuptial Contract (ANC)	Customary/Traditional	Other Country	
HAS YOUR MARITAL STATUS CHANGED SINCE THE PROPERTY WAS REGISTERED IN YOUR NAME?				Yes	No
IF YES, PLEASE PROVIDE DETAILS:					

TO BE COMPLETED BY COMPANY / CLOSE CORPORATION / TRUST: * delete if not applicable)

Name of Legal Entity			
Registration Number		VAT Number	
Registered Address			
Cell phone Number		Landline Telephone No.	
E-mail			

