

OFFER TO PURCHASE

Which constitutes an

AGREEMENT OF SALE

Upon Acceptance by the Seller

I/We

(Full names & Surname of Natural Person/ Name of Company,
Close Corporation, Trust)

(Identity Number of Natural Person/ Registration Number of Company,
Close Corporation, Trust Number)

Marital Status if Natural Person

- Single
 In community of Property
 ANC /Ante Nuptial / Out of Community
 Traditional
 Foreign _____
 Other _____

Capacity if not Natural Person

- Director
 Share Holder
 Member
 Trustee
 Authorized Agent
Authorized person to sign documents _____

(Hereinafter referred to as the "Purchaser")

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

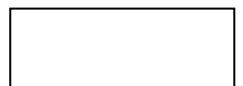
(Full names & Surname of Natural Person/ Name of Company,
Close Corporation, Trust)

(Identity Number of Natural Person/ Registration Number of Company,
Close Corporation, Trust Number)



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Authorized person to sign documents: **Madeleine Lotter or Trusha Pillay**

Authorized in his/her capacity as representative of SA Home Loans (Pty) Ltd (Registration number 2006/035436/07) or Blue Banner Securitisation RC1 (PTY) LTD (Registration number 2001/003182/07) by way of resolution dated

(Hereinafter referred to as the "Seller")

The Property in respect of

Section Unit
Unit / Section Nr _____
Exclusive Use Area _____
Complex Name _____
Scheme Nr _____

Conventional
Stand / Erf Nr _____
Portion / Remainder _____
Township _____
Extension _____
Province _____
Extent _____ square metres / hectares _____
Street Name _____

(Hereinafter referred to as the "Property")

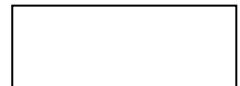
Agency:Agent:
Tel no:Email:
Mobile:Fax no:
Fidelity Fund Certificate Registration No:VAT No:.....

Hereinafter referred to as the "Agent")

Whereby the **SELLER** agrees to sell the immovable **PROPERTY** together with the improvements thereon to the **PURCHASER**, who purchases from the **SELLER** on the terms and conditions as set out in this Agreement.

Whereby it is agreed as follows:-

- 1. **DEFINITION AND/ OR INTERPRETATION**
 - 1.1 Clause headings are for convenience purposes only and shall not be used in its interpretation.
 - 1.2 In this Agreement, unless inconsistent with or otherwise indicated by the context:
 - 1.2.1 an expression which denotes –
 - 1.2.1.1 any gender includes the other genders;



1.2.1.2 a natural person includes an artificial person and vice versa;

1.2.1.3 the singular includes the plural and vice versa;

1.2.3 **"AGREEMENT"** means this Sale Agreement and any Annexures and schedules thereto, read together with the contents of written instructions addressed by SAHL to the other Party from time to time. It is specifically recorded that by signing this Agreement, the Parties agree that all previous agreements between the Parties are cancelled and that this Agreement will govern the whole relationship between the Parties;

1.2.4 **"AGENT"** means authorized representative and or authorize signatory acting on behalf of the any party;

1.2.5 **"CONVEYANCER"** means the Conveyancer appointed by **SELLER**;

1.2.7 **"DATE OF ACCEPTANCE"** means the date on which this Agreement is signed by the Party signing last in time;

1.2.8 **"DATE OF TRANSFER"** means the date of registration of transfer of the property into the name of the **PURCHASER**;

1.2.9 **"PARTIES"** means **SELLER** and **PURCHASER** respectively;

1.2.10 **"PARTY"** means either **SELLER** or **PURCHASER**, depending on the context in which it is used;

1.2.12 **"WORKING DAYS"** means a day which is not a Saturday, Sunday or South African public holiday.

1.3 If any period is referred to (excluding the time period prescribed in clause 19 below) in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day;

1.4 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2. PURCHASE PRICE AND GUARANTEES

2.1 The Purchase Price (inclusive of Value Added Tax) ("VAT") is

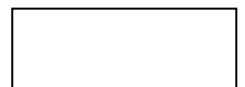
R _____ (_____) payable by the **PURCHASER** as follows:

2.1.1 A deposit of R _____ (_____) payable in cash within **SEVEN (7) working days** upon acceptance of this offer by the **SELLER**, will be deposited with _____ (the Conveyancer) who shall hold it in an interest bearing trust account in terms of Section 78 (2A) of the Attorneys Act 53 of 1979 with a financial institution under the control of the said Attorneys, pending registration of transfer of the property into the name of the **PURCHASER** when the said sum shall be paid to the **SELLER'S** order, the interest on such investment to accrue for the benefit of the **PURCHASER** ("the initial payment"). The **PARTIES** acknowledge and agree to the bank charges levied by the financial institution in respect of the amount invested being deducted from the interest accrued thereon.



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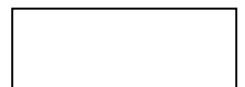
- 2.1.2 The balance of the Purchase Price R _____ (_____) shall be paid upon registration of transfer of the Property into the name of the **PURCHASER**. As security for such payment, the **PURCHASER** shall within 21 (**Twenty one**) working days of date of this Agreement or should a mortgage bond be required by the **PURCHASER** to be registered over the property, then within 21 (**Twenty one**) working days of the official granting of such bond alternatively the date of the written waiver by the **PURCHASER** of the provisions of clause 3.1 below, furnish to the **SELLER** one or more approved bank guarantee(s) or other letters of undertaking approved by the **SELLER** payable as aforesaid, to the **SELLER'S** nominees free of exchange, deduction or demand.

3. SUSPENSIVE CONDITION

- 3.1 This Agreement of sale is subject to the condition that the **PURCHASER** is able to raise a loan in the sum of R _____ (_____) to be secured by the registration of a first mortgage bond over the Property in favour of a recognised financial institution on prevailing bank/building society terms and conditions. Should the said loan not be officially granted within **FOURTEEN (14) working days** of the date of this Agreement then this Agreement shall forthwith lapse and be of no further force or effect between the **PARTIES**. The issuing by a financial institution of a quotation and pre-agreement as contemplated in the National Credit Act No. 34 of 2005 shall constitute fulfilment of this suspensive condition
- 3.2 The provisions of clause 3.1 are for the benefit of the **PURCHASER** who may waive them by written notice to the **SELLER** given prior to the final date for raising the loan.
- 3.3 The **PURCHASER** undertakes to timeously take all steps, sign all documents and do all such things that may be necessary to procure the loan and to comply with the requirements of the lender. The **PURCHASER** warrants that any person whose suretyship is required for the loan by the lender will execute such suretyship.
- 3.4 The sale is subject to the approval of the **SELLER**, Registration Number 2006/035436/07, within **TWENTY-ONE (21) working days** of date of receipt of offer.
- 3.5 The **PURCHASER** shall within **THIRTY-FIVE (35) working days** after the acceptance of this offer by the **SELLER**, deliver to the **CONVEYANCER** acceptable Bank Guarantees payable on registration, securing the payment of the balance/ full purchase price.
- 3.6 In the event of the transaction being a cash offer, the **PURCHASER** shall be required to place the transferring attorney in funds for the full purchase price within **TEN (10) working days** after acceptance of this offer by the **SELLER**. The transferring attorneys are required to provide the **SELLER** with confirmation hereto.

4. RISK AND OWNERSHIP

- 4.1 From the date of transfer of the Property into the name of the **PURCHASER** ("the date of transfer") –
- 4.1.1 all the benefits and risks of ownership of the Property shall pass to the **PURCHASER**;
- 4.1.2 the **PURCHASER** shall be entitled to any rents accruing from the property; the **SELLER** must forthwith refund to the **PURCHASER** the rent (if any) received in respect of any period after the said date;
- 4.1.3 the **PURCHASER** shall be liable for all rates and taxes and other imposts levied on the property; the **PURCHASER** must forthwith refund to the **SELLER** any rates and other duties paid by the **SELLER** in respect of any period after the said date.



- 4.2 The **SELLER** shall pay the **PURCHASER** the proportionate share of any rents collected before date of transfer in respect of any period after date of transfer and the **PURCHASER** shall refund to the Seller the proportionate share of any rates, taxes, municipal charges payable to the local authority and any other imposts paid by the **SELLER** before date of transfer in respect of any period beyond the date of transfer.

5. PERSONAL SURETYSHIP JOINT AND SEVERAL LIABILITY OF THE PURCHASER

The representative of the **PURCHASER**, by his signature hereto, hereby interposes and binds himself in favor of the **SELLER**, jointly and severally as surety for and co-principal debtor *in solidum* with the **PURCHASER** for the due and timeous performance by it of all of its obligations as the **PURCHASER** in terms of this Agreement and hereby renounces the benefit of excussions and division. If this Agreement is concluded with more than one **PURCHASER**, the liability of such **PURCHASERS** to the **SELLER** shall be joint and several *in solidum*.

6. OCCUPATION

- 6.1 Occupation of the Property shall be given to the **PURCHASER** on the date of transfer or sooner by mutual written agreement, by which date the **SELLER** and all other occupants of the Property shall be bound to vacate the Property. Notwithstanding, vacant occupation cannot be guaranteed by the **SELLER**.
- 6.2 From the date of occupation, the **PURCHASER** shall be liable for all levies, municipal rates, taxes, consumption charges, insurance premiums and/ or fees and levies payable in the respect of the **PROPERTY**. Should the **SELLER** have made any payment of such a nature for a period after the date of occupation, he shall be entitled to a refund thereof *pro rata* to the period of prepayment.
- 6.3 The risk in and to the Property shall pass to the **PURCHASER** upon the date of occupation, or the date of registration of transfer, whichever shall occur first. Despite the aforesaid, ownership in and to the Property shall only pass to the **PURCHASER** upon registration of the Property in the **PURCHASER'S** name.
- 6.4 The **PURCHASER** indemnifies the **SELLER** against any loss, personal injury or damage to Property for the duration of occupation prior to registration of the Property in the **PURCHASER'S** name.
- 6.5 The **PURCHASER** shall not be entitled to make any alterations or additions to the Property before the date of registration of transfer. The **PURCHASER** shall be obliged, in the event of the cancellation or lapse of this Agreement, to forthwith vacate the **PROPERTY** and restore it to the **SELLER** in the same condition as when the **PURCHASER** took possession. The **PURCHASER** will have no claims whatsoever against the **SELLER** arising out of any alterations or additions made to the Property by the **PURCHASER**.
- 6.6 If the Property is leased, this Agreement is entered into and subject to the rights of the tenant under any existing Lease Agreement, statutory provision or the Common Law.

7. TRANSFER

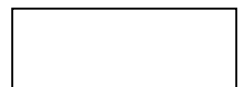
Transfer of the property shall be effected:

- 7.1 by _____ (“the transferring Attorneys”) within a reasonable time after the **PURCHASER** has complied with the provisions of clause 3, paid all costs of transfer, including transfer duty, stamp duty, value added tax and all other costs incidental thereto and sign all transfer documents;



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- 7.2 the **SELLER** and the **PURCHASER** undertake immediately upon being requested to do so, to sign all documents required to be signed in connection with the transfer, the cancellation of all bonds at present registered over the Property and the registration of any bonds to be registered in terms of this Agreement and make payment of all amounts demanded by the transferring Attorneys to effect transfer.
- 7.3 In the event of there being a delay in the registration of transfer caused by the **PURCHASER**, the **PURCHASER** agrees to pay interest on the total purchase price at 2%(TWO PERCENT) above the prime overdraft rate charged by Standard Bank of South Africa Limited from time to time calculated from the date the **PURCHASER** is notified in writing by the **SELLER** (or the **SELLER'S** Conveyancers) as being in mora, to the date upon which the **PURCHASER** has ceased to be in mora, both days inclusive.
- 7.4 A certificate by any Branch Manager of the said bank as to such prime overdraft rate from time to time shall *prima facie* proof of such rate.

8. VOETSTOOTS

- 8.1 The Property is sold "voetstoots" without warranties, express or implied. The **SELLER** shall not be liable for any defects, latent or otherwise in the property or for any damages suffered by the **PURCHASER** by reason of such defects and the **PURCHASER** hereby indemnifies and holds the **SELLER** harmless against any claim for damages arising from such defect(s).
- 8.2 The **PURCHASER** acknowledges that in the event of the property being a unit in a sectional title scheme, the conditions of the Sectional Titles Act No 95 of 1986 as amended will apply;
- 8.3 The Property is sold subject to all the conditions, burdens and servitudes referred to in the title deeds of the property both present and prior and any Town Planning Scheme applicable thereto and to all such other conditions, burdens and servitudes which may exist in regard thereto.
- 8.4 The **PURCHASER** is deemed to be acquainted with the nature, condition, beacons, extent and locality of the property, the **SELLER** being entirely free from all liability in respect thereof.
- 8.5 The **SELLER** shall not be liable for any deficiency in the extent of the Property which may be revealed on any resurvey, nor shall the **SELLER** benefit by any excess.
- 8.6 The **SELLER** specifically declares that unless otherwise disclosed it is not the **SELLER'S** ordinary course of business to sell immovable property as defined in terms of the Consumer Protection Act No. 68 of 2008.
- 8.7 The **PURCHASER** declares that:
- 8.7.1 The **PURCHASER** was granted fair and ample opportunity to inspect the Property which the **PURCHASER** has done to the **PURCHASER'S** satisfaction;
- 8.7.2 The **PURCHASER** considers the agreed Purchase Price to be fair and reasonable and the **SELLER** did not use undue influence or tactics in marketing the Property, thereby inducing the **PURCHASER** to sign this offer and the **SELLER** did not make any representations regarding the condition of the property which are not contained in this Agreement.
- 8.8 The **PURCHASER** was not introduced to the Property by means of direct marketing methods as contemplated in section 24 of the Consumer Protection Act No. 68 of 2008

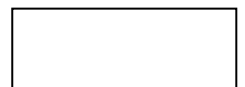
9. NOMINEE

The **PURCHASER** shall be entitled, by notice in writing to the **SELLER**, to nominate a duly authorized nominee in his place as **PURCHASER**, upon the following terms and conditions:



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9.1 The aforesaid notice shall be handed to the **SELLER** by no later than close of business on the **DATE OF AGREEMENT**;

9.1.1 the notice shall set out the same name and address of the nominee so nominated as **PURCHASER**:

9.1.2 the notice shall be accompanied by the nominee's written acknowledgement:

9.1.2.1 That it is fully aware of all the terms and conditions of this Agreement as if fully set out in such written acknowledgement; and

9.1.2.2 That it is bound by the provisions of this Agreement as the **PURCHASER**;

9.2 Should the **PURCHASER** nominate a nominee in terms of this clause, then:

9.2.1 all references to the **PURCHASER** in this Agreement shall be deemed to be a reference to its nominee; and

9.2.2 the **PURCHASER** by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor *in solidum*, for and on behalf of all obligations of the aforesaid nominee as **PURCHASER**, to and in favour of the **SELLER**, for all the **PURCHASER'S** obligations under this agreement, including damages, and renounces the benefits of division and excussion.

10. ELECTRICAL CERTIFICATE OF COMPLIANCE, ELECTRIC FENCE SYSTEM CERTIFICATE OF COMPLIANCE AND ENTOMOLOGIST CERTIFICATE OF COMPLIANCE

10.1 The **PURCHASER** shall obtain and deliver to the transferring Attorneys, prior to registration of transfer, at the **PURCHASER'S** cost, a certificate of compliance in regard to the electrical installation on the Property in accordance with Regulation 1 (1) as read with Regulation 3 (3) of the Regulations promulgated in terms of the Machinery and Occupational Safety Act No. 6 of 1983 in Notice 2920 dated 23 October 1992 which certificate shall not predate this deed of sale by more than 180 days.

10.2 In the event that the electrical installation on the premises is incapable of certification or is faulty, the **PURCHASER** shall at its cost repair the electrical installation to enable the property to qualify for such certificate.

10.3 The **PURCHASER** shall obtain and deliver to the transferring Attorney, prior to registration of transfer, at the **PURCHASER'S** cost, an electric fence system certificate of compliance in respect of the electric fence issued by a registered electric fence installer on the property (if any) in accordance with the provisions of the Electrical Machinery Regulations 2011 promulgated under the Occupational Health and Safety Act No. 85 of 1993 which prescribes that where, inter alia, there is a change of ownership of a property after 1 October 2012 on which an electric fence system exists, the owner of the Property must be in possession of an electric fence system certificate of compliance in respect of the electric fence system on the Property.

10.4 The **PURCHASER** shall obtain and deliver to the transferring Attorneys, prior to registration of transfer, at the **PURCHASER'S** cost, a certificate issued by a Government approved Entomologist that such inspection disclosed no visible sign of active infestation of the said buildings by *cryptotermis brevis*, beetles termites, borer or white ants. If the **PURCHASER** is unable to furnish the said certificate within the said period because there is such sign of any infestation the **PURCHASER** shall, at his own expense and within **FIFTEEN (15) working days** prior to registration of transfer, cause such infestation to be eradicated and furnish to the Conveyances a certificate by a Government approved Entomologist that such infestation has been eradicated.

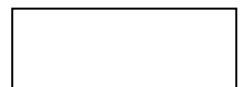
11. OTHER COMPLIANCE CERTIFICATES

The **PURCHASER** shall obtain and deliver to the transferring Attorneys, prior to registration of transfer, at the **PURCHASER'S** cost, any additional certificate required for the registration of transfer as set out in Schedule A annexed hereto.



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12. **CONSENT IN TERMS OF ACT 88 OF 1994**

The **PARTIES** warrant that all written consents required by the Matrimonial Property Act No. 88 of 1984 in respect of the sale or any matter arising from or in terms hereof have been or will be given.

13. **PROPERTY DESCRIPTION**

If the Property has been erroneously described herein, such mistake or error shall not be binding upon the **SELLER** but the description of the Property as set out in the **SELLER'S** Title Deeds shall apply, and in such event the **PARTIES** agree to the rectification of this Agreement to conform to the intention of the **PARTIES**.

14. **COSTS**

The **PURCHASER** shall pay the costs of any stamps on this Agreement and the costs of and incidental to the registration of transfer of the Property into the name of the **PURCHASER**, including transfer duty, value added tax, stamps and any survey and diagram fees and in addition shall pay any bank charges incurred by the transferring Attorneys in connection with this transaction. Such costs shall be due and payable by the **PURCHASER** upon presentation by the transferring Attorneys of a statement(s) of account reflecting such costs.

15. **BREACH**

15.1 If the **PURCHASER** commits any breach of this sale and fails to remedy such breach within **SEVEN(7) working days** after receipt of written notice requiring the **PURCHASER** to remedy the said breach, then the **SELLER** shall be entitled either –

15.1.1 to claim payment of all amounts payable in terms of this sale, whether or not such amounts are then due for payment together with any such damages as the **SELLER** may have suffered and be entitled to recover; or

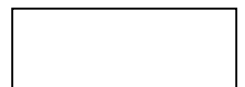
15.1.2 to cancel this sale by written notice to the **PURCHASER**. The cancellation shall be deemed to take effect on the date of posting the notice to the **PURCHASER** by prepaid registered post, alternatively on the date of transmission of the notice by telefax or email to the **PURCHASER**, whichever may be the earlier.

15.2 In the event of such cancellation –

15.2.1 the **PURCHASER** shall deliver possession and occupation of the Property and any improvements thereon to the **SELLER** at the **PURCHASER'S** expense;

15.2.2 the **PURCHASER** shall have no claim for compensation for any improvements on the property, which improvements shall vest in the Seller;

15.2.3 any amounts paid by the **PURCHASER** to the **SELLER** shall be forfeited to the **SELLER** as “rouwkoop” or a genuine pre-estimate of liquidated damages or, alternatively, at the **SELLER'S** option, the **SELLER** shall be entitled to claim and recover such damages as the **SELLER** may have suffered, pending the determination of which the **SELLER** shall be entitled to retain all such amounts to be set off against the said damages upon the determination thereof.



16. **LEGAL COSTS**

In the event of the **SELLER** instructing Attorneys to render legal services to enforce the **SELLER'S** rights arising from a failure by the **PURCHASER** to comply with any obligation hereunder, the **PURCHASER** shall be liable for all costs calculated on the scale as between Attorney and client incurred by the **SELLER** to such Attorneys, whether legal proceedings are commenced or not.

17. **JURISDICTION**

For the purpose of any proceedings herein the **PARTIES** hereby consent to the jurisdiction of the Magistrate's Court notwithstanding that such proceedings are otherwise beyond this jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended. Notwithstanding the foregoing, the **SELLER** shall have the right at the **SELLER'S** sole discretion to institute proceedings in any other competent Court which might have jurisdiction.

18. **CAPACITY OF PURCHASER AND LIABILITY**

18.1 In the event of there being more than one **PURCHASER** their liability shall be joint and several;

18.2 If this Agreement is entered into on behalf of the **PURCHASER** by one or more persons acting as agent or trustee or in any other manner on behalf of a company or close corporation to be formed, those persons shall in this clause be referred to as "the trustee", and if there is more than one shall be jointly and severally liable.

18.3 The company or close corporation for which the trustee acts as trustee, shall:

18.3.1 be registered within **TEN (10) working days** after date of signature of this Agreement: and

18.3.2 within **FIVE (5) working days** thereafter adopt and ratify this Agreement without modification and advise the **SELLER** and the transferring Attorneys in writing thereof and of its name and registration number and together with such advice deliver a certified copy of the appropriate resolution.

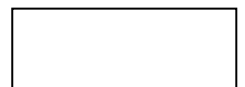
18.4 The trustee warrants that all obligations required to be performed by the **PURCHASER** prior to the fulfilment of the provisions of clause 18.3 will be timeously and properly performed.

18.5 If any of the provisions of clause 18.3 are not complied with the trustee personally shall be deemed to be the **PURCHASER**.

18.6 Upon compliance with the provisions of clause 18.3, the company or close corporation shall be deemed to be the **PURCHASER** and the trustee by his signature hereto shall be deemed to be bound as surety and co-principal debtor with the **PURCHASER** unto the **SELLER** for the due and punctual compliance by the **PURCHASER** with all the **PURCHASER'S** obligations hereunder and/or for the payment by the **PURCHASER** of all damages for which the **PURCHASER** may become liable as a result of a breach and cancellation hereof;

18.7 In the event that this Agreement is signed on behalf of a Company or Close Corporation or Trust, the signatory of this Agreement hereby binds himself in favour of the **SELLER** as surety for and co-principal debtor with the **PURCHASER** for the due and timeous performance by the **PURCHASER** of all of his obligations as **PURCHASER** in terms of this Agreement;

18.8 In the event that the Property is bought by the **PURCHASER** or his nominee, the **PURCHASER** hereby binds himself in favour of the **SELLER** as surety for and co-principal debtor with his nominee for the due and timeous performance by his nominee of all of his obligations as **PURCHASER** in terms of this Agreement and that the **PURCHASER** acknowledges being aware that upon such nomination, further transfer duty may become payable on the transfer of the Property into the name of the nominee and undertakes to make payment of such further transfer duty on behalf of the nominee mutatis mutandis.



19. SECTION 29 A OF ACT 103 OF 1998

- 19.1 In the event that this sale is subject to the provisions of Section 29 A of the Alienation of Land Act No. 103 of 1998 then the **PURCHASER** has the right to terminate this deed of sale within **FIVE (5) working days** after signature by the **PURCHASER** of this deed of sale on written notice delivered to the **SELLER** or his agent within the afore-mentioned period.
- 19.2 The written notice of termination will only be effective if it is unconditional, is signed by the **PURCHASER** (or an agent acting under written authority) and clearly identifies this deed of sale to be terminated.
- 19.3 In the event of this deed of sale being terminated the **SELLER** is obliged to refund to the **PURCHASER** any amount received from the **PURCHASER** within **FIVE (5) working days** of receipt of the notice.
- 19.4 The provisions of this clause are not capable of being waived by the **PURCHASER**;

20. AGENT'S COMMISSION

- 20.1 It is hereby recorded that no / agent's commission will / not be paid by the Seller. The **AGENT'S** commission will amount to R.....(inclusive of VAT or at the rate of 5% (FIVE PERCENT) plus VAT)) and will be payable to the following agency
.....Which said commission will be paid out on date of registration of this transfer in the name of the **PURCHASER**, and the **CONVEYANCER** is hereby authorised to effect such payment out of the funds that become available to the **SELLER** out of the purchase consideration. It is further recorded that no bridging of AGENT'S commission and/ or part thereof shall be permitted.
- 20.2 Should an **AGENT** have assisted in the marketing of this property, the **AGENT** is required to sign schedule 'B' in which the **AGENT** warrants that he did not contravene sections 29, 40 or 41 of the Consumer Protection Act, Act 68 of 2008 and furthermore indemnifies the **SELLER** in this respect against any claim(s) by the **PURCHASER**.
- 20.3 Should the sale be cancelled or transfer not proceed as a result of any failure by the purchaser to carry out his obligations, the purchaser shall be liable for the said commission. Under no circumstances shall the seller be liable for agent's commission in the event of the agreement being cancelled as a result of the purchaser's breach. If there is a deposit to be forfeited to the seller, the full deposit shall be paid to the seller and no deduction shall be made in respect to the agent's commission.

21. IMPROVEMENTS - APPROVED PLANS

- 21.1 It is recorded that the **SELLER** has no knowledge as to whether the improvements upon the Property have been erected in compliance with all statutory requirements and in accordance with a plan(s) approved by all of the appropriate authorities;
- 21.2 The **SELLER** accordingly does not provide any warranty that the improvements have been erected in accordance with all statutory requirements and / or in accordance with a plan(s) approved by all appropriate authorities;
- 21.3 The **PURCHASER** acknowledges the above state of affairs and accepts the risk(s) attendant thereon and confirm that they shall have no claims of any nature whatsoever against the **SELLER** arising there from and that it shall be their sole obligation to take such steps as may be required to rectify same, at their cost, should the need arise;
- 21.4 It is recorded that in the event that it transpires that the improvements in the property have not been erected in accordance with all statutory requirements and / or in accordance with a plan(s) approved by all appropriate authorities that shall not constitute a ground(s) for cancellation of this Agreement.

22. GENERAL



- 22.1 This Agreement contains all the terms and conditions of the agreement between the **PARTIES** and no agreements, representations or warranties be they express or implied between the **PARTIES** regarding the subject matter hereof, other than those set out herein, shall be binding on the **PARTIES**.
- 22.2 No consensual cancellation, variation, cession, assignment, abandonment or waiver of rights or obligations under this Agreement shall be binding unless it is reduced to writing and signed by the **PARTIES**;
- 22.3 No relaxation by any Party (“the first party”) in regard to the carrying out of another Party’s obligations in terms of this Agreement shall prejudice or be a waiver of the first party’s rights in terms of this Agreement;
- 22.4 The **PARTIES** undertake to do all things as may be necessary to give effect to the terms and conditions and the import of this Agreement.

23. DOMICILIUM AND NOTICES

- 23.1 The **PARTIES** choose as their respective domicilium citandi et executandi (“domicilium”) the address as mentioned below, provided that any party may change its domicilium aforesaid to an address within the Republic of South Africa which is not a Post Office Box or Poste Restante, by written notice to the other **PARTIES**, with effect from the date of receipt or deemed receipt of such notice:

Purchaser:-

Physical Address:

Telephone number: (Land line) _____ (Mobile) _____

Fax number: _____ E-mail: _____

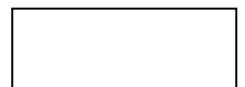
Seller:-

Physical Address:

Telephone number: (Land line) _____ (Mobile) _____

Fax number: _____ E-mail: _____

- 23.2 Any notice, order, acceptance, demand or other communication addressed by any party to any of the other parties at their domicilium in terms hereof for the time being and:
 - 23.2.1 sent by prepaid registered post, shall be deemed, in the absence of proof to the contrary, to have been received by the addressee on the eighth day following the date of posting thereof;
 - 23.2.2 sent by telefax, shall be deemed, in the absence of proof to the contrary, to have been received by the addressee on the date appearing on the transmission sheet;
 - 23.2.3 delivered by hand, shall be deemed, in the absence of proof to the contrary, to have been received by the addressee on the date of delivery;
- 23.3 Communications will be deemed to have been delivered on:
 - 23.3.1 7th working day following despatch if sent by post;
 - 23.3.2 the first working day after despatch if sent by telefax, email or SMS.
- 23.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by an addressee shall be regarded as an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at the chosen domicilium.



24. **WITHHOLDING TAX**

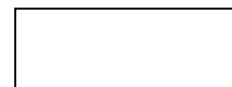
- 24.1 In the event that the purchase price is more than 2 Million Rand and in the event that the **SELLER** is a non-resident of the Republic of South Africa, the **SELLER** and **PURCHASER** record that they are aware of an obligation on the part of the **PURCHASER** to withhold a prescribed portion of the purchase price from the **SELLER** and pay such withheld portion to the South African Revenue Services ("SARS") in terms of Section 35(A) of the Act. The **PARTIES** agree that the **PURCHASER** shall request the Conveyancers to fulfil this obligation on the **PURCHASER'S** behalf and upon registration of transfer, to withhold the prescribed percentage from the balance of the Purchase Price and pay same over to SARS as stipulated in the Income Tax Act No. 58 of 1962 ("the Income Tax Act").
- 24.2 The **SELLER** hereby warrants that he / she is a resident of the Republic of South Africa, upon a proper interpretation of the terms of the Income Tax Act.
- 24.3 The Seller hereby indemnifies the transferring Attorneys and the **PURCHASER** for any loss suffered by them as a result of a misrepresentation by the **SELLER** of his / her residency status.

25. **FICA**

- 25.1 The **PARTIES** acknowledge that:
- 25.1.1 the Attorneys are designated as an "accountable institution" in terms of the Financial Intelligence Centre Act No. 38 of 2001 ("FICA");
- 25.1.2 certain obligations are placed on the Attorneys in terms of FICA and the Prevention of Organised Crime Act No. 21 of 1998 ("POCA") and the regulations promulgated in terms thereof;
- 25.2 The Attorneys shall not invest and administer any deposits or any other monies paid by the **PARTIES** in terms of the Agreement unless the **PARTIES** have provided the Attorneys with the documents that they require in terms of FICA, and accordingly the **PARTIES** undertake to comply with all requirements of and supply all information and documentation required by the Attorneys to enable the Attorneys to fulfil their obligations in terms of FICA and POCA and the regulations promulgated in terms thereof.

26. **SOUTH AFRICAN REVENUE SERVICES:**

- 26.1 The **PARTIES** acknowledge that the Attorneys are bound by certain statutory reporting requirements to the South African Revenue Services and hereby warrants in favour of the Attorney that as at the date of signature of this Agreement there are no outstanding amounts due by either of them to the offices of the South African Revenue Services, including but not limited to, personal income tax, provisional tax, value added tax, transfer duty and capital gains tax.
- 26.2 The **PARTIES** furthermore agree to provide the Attorneys with the relevant accurately completed declaration as required by the office of the South African Receiver of Revenue as and when called upon by the Attorneys to do so.
- 26.3 In the event that the South African Revenue Services refuse to issue a Transfer Duty/VAT Receipt in respect of the sale of the property in terms of this Agreement, due to the fact that the **PURCHASER** (the defaulting party) is in arrears with any payments to SARS or is not in compliance with any Tax Laws, then in that event, the defaulting party shall be deemed to be in breach of this Agreement and the non-defaulting party shall be entitled to cancel the Agreement should the defaulting party not rectify such breach within **SEVEN (7) working days** of receipt of a notice from the non-defaulting party calling upon him to remedy such breach.

27. **CONSENT TO CREDIT CHECK**

27.1 The **PURCHASER** hereby consents to the **SELLER** conducting a Bureau/ITC check prior to accepting the offer to purchase.

DATED AT ON THIS THE DAY OF

AS WITNESSES:

- 1. _____
- 2. _____

PURCHASER

DATED AT ON THIS THE DAY OF

AS WITNESSES:

- 1. _____
- 2. _____

PURCHASER' SPOUSE
(if applicable where married in community of property)

DATED AT ON THIS THE DAY OF

AS WITNESSES:

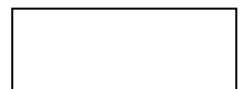
- 1. _____
- 2. _____

SELLER

DATED AT ON THIS THE DAY OF

AS WITNESSES:

- 1. _____
- 2. -----



FICA REQUIREMENTS:**Natural Persons**

- [1] South African identity document (foreigners: passport);
 [2] Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
 [3] South African Income Tax reference number.

- [4] (Confirmation marital status, i.e. unmarried or married.)

If Married

- [5] Marriage certificate.

- If IN community of property (no antenuptial contract)

- [6] S.A. identity document (foreigner: passport) of your SPOUSE.

- If OUT of community of property (by Antenuptial Contract ("ANC"))

- [7] Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties.

- If your Marriage is governed by the Laws of another country/state

- [8] S.A. identity document (foreigner: passport) of your SPOUSE;

- [9] Name of the country/state governing your marriage, i.e. the country where the husband was living at the time of the marriage with the intention of staying there permanently.

FICA REQUIREMENTS: Entities

Person acting on behalf of the Entity must comply with paragraphs 1 to 4 above.

All directors / members / trustees must also comply with paragraphs 1 to 4 above

PLUS THE FOLLOWING:**Companies:**

- [1] CM1.
 [2] CM22.

Close Corporations:

- [1] CK1;
 [2] and, if applicable, CK2.

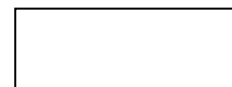
Trusts:

- [1] Letters of Authority / Master's Certificate;
 [2] Trust Deed and all amendments thereto.
 [3] **Resolution to approve the purchase (and loan application, if applicable) taken before the Agreement of Sale was signed.** (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)



SA Home Loans

A FRESH APPROACH TO HOME FINANCE



Detailed FICA requirements for Entities, will be supplied to such Purchasers, in due course.

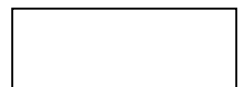
FICA requirements for Other Entities, if applicable, will be supplied to such Purchasers.

Schedule A

COMPLIANCE CERTIFICATES

The **PURCHASER** undertakes to provide the necessary certificates as indicated below.

Please tick applicable certificate	
Plumbing Certificate	
Gas Certificate	



Schedule B

The **AGENT** undertakes to the below:

The **AGENT** warrants that he did not contravene sections 40 or 41 of the Consumer Protection Act, Act 68 of 2008 and furthermore indemnifies the **SELLER** in this respect against any claim(s) by the **PURCHASER**.

SIGNED BY THE AGENT AT _____ **ON THE** _____ **DAY OF** _____.

AS WITNESSES:

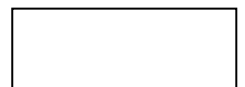
1. _____

2. _____

AGENT

AGENT'S DETAILS:

AGENT'S ADDRESS:



Schedule C

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS/ DIRECTORS/ TRUSTEES OF:

NAME OF CLOSE CORPORATION/ COMPANY/ TRUST:

.....

REGISTRATION NUMBER:

MEETING HELD AT ON DAY OF 20

IT IS RESOLVED THAT:

1. The CLOSE CORPORATION/ COMPANY/ TRUST buys the following immovable PROPERTY:

Erf description:

Known as:

Local Municipality:

In extent of Held under Title Deed No:

FROM the insolvent estate of:

FOR R (words)

.....

PLUS VAT (IF APPLICABLE).

2. That in his capacity as member/ director/ trustee be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,
MEMBER

.....
MEMBER/ DIRECTOR/ TRUSTEE

