

The "Property"

Sectional title: Unit no _____ with door no _____ together with garage _____, carport _____, parking no _____ including an undivided share in the common property of the scheme known as: _____ situated at: _____

Full title: Erf No _____ Suburb _____ Township _____
Street address _____

1. Purchase Price

1.1 The purchase price is the amount of:

R _____ (_____)

☐

Seller
select & initial

☐

The seller hereby confirms that he is registered for VAT and that the property is sold as a VATable item. The seller will pay the VAT to SARS. The purchase price therefore includes VAT;* or

☐☐

The seller hereby confirms that he is not registered for VAT and therefore Transfer Duty is payable by the purchaser to the South African Revenue Services.*

*mark in block and initial

1.2 The purchase price is payable as follows:

1.2.1 R _____ (_____)
as an initial deposit within _____ (_____)
working days from acceptance of this offer by the seller.

1.2.2 R _____ (_____)
as a further deposit or as the balance purchase price within _____ (_____) working days from acceptance of this offer by the seller.

All the above mentioned deposits will be paid to the transferring attorney and held in trust pending registration of transfer. The purchaser authorizes the transferring attorney to invest the said deposits in accordance with the provisions of section 78(2) (A) of the Attorneys Act for the benefit of the purchaser.

1.3 Bank Guarantees for the balance or the full purchase price, payable on date of registration, will be supplied by the purchaser within _____ (_____) working days hereof. These guarantees must reasonably be acceptable to the seller.

Die "Eiendom"

Deeltitel: Deel no _____ met deur no _____ tesame met motorhuis _____, afdak _____, parkering no _____ asook 'n onverdeelde aandeel in die gemeenskaplike eiendom van die skema bekend as: _____ geleë te: _____

Voltitel: Erf No _____ Voorstad _____ Dorpsgebied _____
_____ Straataadres _____

1. Koopprys

1.1 Die koopprys beloop die bedrag van:

1.2 R _____ (_____)

☐

Verkoper
kies & parafeer

☐

Die verkoper bevestig dat hy vir BTW geregistreer is en dat die eiendom verkoop word as 'n BTW belasbare saak waarop BTW deur die verkoper aan die SAID betaalbaar is. Die koopprys sluit derhalwe BTW in;* of

☐☐

Die verkoper bevestig dat hy nie vir BTW geregistreer is nie en gevolglik is hereregte deur die koper aan die SAID betaalbaar.*

*merk in blokkie en parafeer

1.2 Betaalbaar soos volg:

1.2.1 R _____ (_____) as
aanvanklike deposito binne _____ (_____)
werksdae na aanvaarding van hierdie aanbod deur die verkoper.

1.2.2 R _____ (_____)
as verdere deposito of balans koopprys binne _____
(_____) werksdae na aanvaarding van
hierdie aanbod deur die verkoper.

Bovermelde deposito's sal by die oordragprokureur gedeponeer en in trust gehou te word tot en met registrasie van transport. Die koper magtig hiermee die oordragprokureur om die deposito in terme van artikel 78(2)(A) van die Wet op Prokureurs te belê tot voordeel van die koper.

1.3 Bankwaarborg vir die balans of die volle koopprys, betaalbaar op datum van registrasie, sal deur die koper gelewer word binne _____ (_____) werksdae hiervan. Sodanige waarborg moet redelikerwys aanvaarbaar wees vir die verkoper

2. Approval of Bond

- 2.1 This offer is subject to the suspensive condition that the purchaser is able to obtain a quotation and a loan from a bank as referred to in the National Credit Act 34/2005 for a loan amount of R _____ (_____) within _____ (_____) working days after acceptance of this offer.
- 2.2 The purchaser undertakes to apply for the bond at a financial institution immediately after acceptance of this offer, regardless whether his property must first be sold or not.
- 2.3 Notwithstanding the provisions of clause 16:
- 2.3.1 In the event that the purchaser's bond is not approved within the period as stipulated in clause 2.1, the seller will have the right to extend the period unilaterally in writing before the fulfillment date.
- 2.3.2 If the purchaser obtained a bond for an amount less than the amount stipulated in clause 2.1, he may unilaterally, in writing, in full or partially, waive the suspensive condition before the date of fulfillment.
- 2.4 The purchaser consents that the agent or his nominated bond originator may apply for bond approval.

3. Occupation

- 3.1 Occupation of the property shall be given to the purchaser on _____, on condition that the occupational rent is paid in advance. If the date of occupation does not coincide with the registration date, the party enjoying occupation of the property whilst it is registered in the name of the other party, shall pay the other party occupational interest monthly in advance in the amount of R _____ (_____). This amount is to be paid to the transferring attorney, on or before the first of every month without any deductions or bank charges.
- 3.2 From the date of occupation or registration, whichever occurs the first, the purchaser takes responsibility for the payment of all water and electricity consumption.
- 3.3 In the event that transfer of the property has not taken place within 6 (six) months after the fulfillment of all the suspensive conditions herein as a result of the purchaser's delay, the occupational rent will be adjusted with immediate effect to an amount equal to 1% of the full purchase price per month.
- 3.4 The parties agree that there is no lease agreement between them and therefore no rights and obligations as created in the Housing Rental Act 50 of 1999 are applicable.

4. Fixtures and Fittings

The property is sold together with all fixtures and fittings of a permanent nature, which the seller guarantee are paid up in full and that he or his spouse is the sole owner thereof, including, but not limited to, the following items: *electrical fittings, *fitted TV/M-NET aerials/satellite dish, *alarm, *pelmet, *keys, *remote controls, *intercom, *swimming pool cleaning equipment (including automatic appliances), *blinds, *security gates, as well as:

**Delete which is not applicable*

But specifically excluded:

2. Verbandgoedkeuring

- 2.1 Hierdie aanbod is onderhewig aan die opskortende voorwaarde dat die koper 'n kwotasie bekom en 'n lening verkry van 'n bank soos voorgeskryf deur die Nasionale Krediet Wet 34/2005 vir 'n leningsbedrag van R _____ (_____) binne _____ (_____) werksdae vanaf datum van aanvaarding van hierdie aanbod.
- 2.2 Die koper onderneem om die nodige aansoek onmiddellik na aanvaarding van hierdie aanbod by 'n finansiële instelling te lods, ongeag of sy eiendom eers verkoop moet word al dan nie.
- 2.3 Ondanks die bepalings van klousule 16 kan:
- 2.3.1 Die verkoper indien die koper se lening nie binne die tydperk soos vermeld in klousule 2.1 goedgekeur word nie, die tydperk eensydiglik skriftelik verleng voor die datum waarop daaraan voldoen moet word.
- 2.3.2 Die koper, indien sy verband vir 'n bedrag minder as die bedrag vermeld in klousule 2.1 bekom is, eensydiglik skriftelik ten volle of gedeeltelik afstand doen van die opskortende voorwaarde voor die datum waarop daaraan voldoen moet word.
- 2.4 Die koper stem toe dat die verbandlening verkry sal word deur die bemiddeling van die agent of sy genomineerde verbandbemiddelaar.

3. Okkupasie

- 3.1 Okkupasie van die eiendom sal aan die koper gegee word op _____ op voorwaarde dat die okkupasiehuur vooruitbetaal is. Indien die okkupasie- en registrasiedatum nie dieselfde is nie, sal die party in okkupasie, terwyl die eiendom in die naam van die ander party geregistreer is, maandeliks vooruit okkupasiehuur ten bedrae van R _____ (_____) betaal. Hierdie bedrag moet sonder enige aftrekkings en vry van enige bankkoste aan die oordragprokureur betaal word, voor of op die eerste van elke maand.
- 3.2 Vanaf datum van okkupasie of registrasie, welke die vroegste is, sal die koper die verantwoordelikheid neem vir die betaling vir alle water- en elektrisiteitsverbruik.
- 3.3 Indien registrasie van oordrag, as gevolg van die toedoen van die koper nie plaasgevind het binne 6 (ses) maande nadat daar voldoen is aan die opskortende voorwaarde/s hierin vermeld nie, sal die okkupasiehuurbedrag met onmiddellike effek aangepas word tot 'n bedrag gelykstaande aan 1% van die volle koopprijs per maand.
- 3.4 Die partye kom ooreen dat daar geen huurkontrak tussen hul tot stand kom nie en gevolglik dat geen regte en verpligtinge soos geskep in die Wet op Huurbehuising 50 van 1999 geskep word nie.

4. Aanhegtings en Toebehore

Die eiendom word verkoop met alle aanhegtings en toebehore van 'n permanente aard, soos by ondertekening hiervan wat die verkoper hiermee waarborg ten volle betaal is en dat hy of sy gade die alleeneienaar daarvan is, insluitende maar nie beperk nie tot, die volgende items: *elektriese aanhegtings, *gemonteerde TV/M-NET antenna/satellietskottel, *alarm, *gordynkappe, *sleutels, *afstandbeheerders, *interkom, *swembadtoerusting (insluitende outomatiese toebehore), *blindes, *veiligheidshekke, asook:

**skrap nie van toepassing nie*

Maar spesifiek uitgesluit:

5. Mortgage bonds, Levies, Municipal accounts and SARS

- 5.1 The seller confirms that the mortgage bonds as stipulated in the personal information sheet are currently registered over the property.
- 5.2 The seller confirms that all bonds, municipal accounts and levy accounts are paid in full and undertake to keep it paid up, until date of transfer. The seller confirms that the purchase price is sufficient, after deduction of the commission, to pay the bonds in full. If the purchase price is not sufficient, the seller shall within a reasonable time after being requested to do so in writing by the conveyancer, pay the shortfall into the bond, levy account or municipal account, alternatively make the necessary provisions in order for the registration to be concluded.
- 5.3 Due to the fact that the South African Revenue Service (SARS) are calculating a risk analysis on both the seller and the purchaser when issuing the transfer duty receipt relevant to the property transaction, the seller and purchaser hereby guarantee to one another as well as the agency that all tax related matters (either private or other) included, but not limited to tax returns and payments are handed in on time and paid in full. However, if this is not the case, the relevant party undertakes to bring it immediately up to date.

6. Transfer and costs

The seller's transfer attorney, will as soon as all suspensive conditions have been fulfilled, as stipulated in this agreement, see that the registration of transfer takes place. Transfer and bond fees will be immediately payable on request, by the purchaser to the transfer and / or bond attorney. The purchaser and seller will immediately upon request provide all information including Fica information and sign all documentation in order for registration to take place of the property and / or bond registration in the name of the purchaser. The seller is responsible for the cancellation costs of any existing mortgage bond(s) (if applicable) and hereby authorises the transfer attorney to recover such account from the proceeds of the transaction.

7. Risk, Voetstoots, Title Conditions and Defects

- 7.1 On date of registration of transfer, ownership and risk of damage to the property together with all benefits and responsibilities for all levies, property rates and / or other expenses with regard to the property will pass to the purchaser.

7.2.1 Patent defects

☐ ☐ **Purchaser Initial**

Patent defects to the property are those defects which can be seen with the naked eye or can be ascertained after a reasonable inspection of the property has been made. This includes the zoning and approved plans of the property. There remains a legal obligation on the *purchaser* to conduct a thorough inspection on the property to ascertain which defects to the property exists as on date of conclusion of the agreement. There is an irrefutable presumption that the *purchaser* is satisfied with the condition of the property with regard to any patent defects on the property on date of signature of this agreement. In the event where the *purchaser* neglects to attend to the necessary inspections, it is presumed that the purchaser is aware of all the patent defects and that he has purchased the property as such.

7.2.2 Latent defects

☐ ☐ **Purchaser Initial**

Latent defects to the property are those defects which cannot be seen with the naked eye or cannot be ascertained after a reasonable inspection of the property has been made. The property is offered and sold in the condition that it stands (*voetstoots*), subject to all the terms, conditions and servitudes in the current or previous relevant title deeds of the property, which title deeds are available for public inspection at the relevant deeds office, and furthermore subject to all other and / or new conditions and servitudes which may apply to the property and / or limitations in the township

5. Verbande, Heffings, Stadsraadrekeninge en SAID

- 5.1 Die verkoper bevestig dat die verbande soos vermeld in die persoonlike inligtingsblad tans oor die eiendom geregistreer is.
- 5.2 Die verkoper bevestig dat alle verbande, stadsraadrekeninge en heffingsrekeninge ten volle op datum betaal is en onderneem om voort te gaan om dit op datum te hou tot datum van registrasie. Die verkoper bevestig voorts dat die koopprys voldoende is, om nadat die agentekommisie afgetrek is, die verbande op te betaal. Indien die verkoopprys nie voldoende is nie sal die verkoper binne 'n redelike tyd na skriftelike versoek deur die oordragprokureur die nodige fondse in die verband, heffingsrekening of Stadsraadrekening in betaal ten einde die tekort aan te vul alternatiewelik die nodige reëlings tref dat die eiendom kan registreer.
- 5.3 Aangesien die Suid Afrikaanse Inkomste Diens (SAID) 'n risiko analise op beide die verkoper, en die koper met die uitreik van die hereregtekwitansie betrokke by eiendomstransaksies doen, waarborg beide die verkoper en die koper teenoor mekaar sowel as die agentskap dat alle belastingaangeleenthede (hetsy persoonlik of andersins) ingesluit, maar nie beperk tot belastingopgawes en betalings op datum ingehandig en betaal is. Indien nie onderneem sodanige party om dit onmiddellik op datum te bring.

6. Oordrag en kostes

Die verkoper se oordragprokureur sal so spoedig moontlik nadat aan al die opskortende en ander relevante voorwaardes, soos in hierdie ooreenkoms uiteengesit, voldoen is, toesien dat registrasie van oordrag plaasvind. Oordrag- en verbandkoste sal onmiddellik op aanvraag deur die koper aan die oordrag- en / of verbandprokureur betaal word. Die koper en verkoper sal onmiddellik op aanvraag alle inligting wat insluit Fica inligting verskaf en dokumentasie onderteken ten einde registrasie van die eiendom en/of verband in die naam van die koper te bewerkstellig. Die verkoper is aanspreeklik vir die kansellasiekoste van die verband (indien van toepassing) en magtig die oordragprokureur om dit te verhaal uit die opbrengs.

7. Risiko, Voetstoots, Titelvoorwaardes en Defekte

- 7.1 Op datum van registrasie van oordrag sal die eienaarskap en risiko van beskadiging van die eiendom tesame met alle voordele en verantwoordelikheid vir alle heffings, eiendomsbelasting en / of ander uitgawes met betrekking tot die eiendom op die koper oorgaan.

7.2.1 Patente defekte

☐ ☐ **Koper parafeer**

Patente defekte aan die eiendom is daardie defekte wat met die blote oog of na 'n redelike inspeksie vasstelbaar en sigbaar is. Dit sluit die sonering en goedgekeurde planne van die eiendom in. Daar is 'n regsverpligting op die *koper* om 'n behoorlike inspeksie te doen ten einde vas te stel welke defekte in die eiendom teenwoordig is soos op datum van kontraksluiting. Dit word onweerlegbaar vermoed dat die *koper* tevrede is met die toestand van die eiendom ten aansien van enige patente gebreke by ondertekening van die aanbod. Indien die *koper* sou nalaat om die nodige behoorlike inspeksie te doen, word dit geag dat hy bewus was van die patente defekte en dat hy die eiendom gekoop het as sulks.

7.2.2 Latente Defekte

☐ ☐ **Koper parafeer**

Latente defekte aan die eiendom is daardie defekte wat nie met die blote oog en na 'n redelike inspeksie vasstelbaar of sigbaar is nie. Die eiendom word aangebied en verkoop in die toestand waarin dit is (*voetstoots*), onderhewig aan al die terme en voorwaardes en servitude in die huidige of vroeë relevante titelakte(s) van die eiendom, welke titelakte(s) vir publieke insae beskikbaar is by die betrokke aktekantoor, en aan alle ander of nuwe voorwaardes en servitude wat ten opsigte van die eiendom mag bestaan en/of beperkings in die dorpsbeplanningskema van

establishment conditions applicable to the property, in the current conditions and extent as it currently stands, exempted from normal wear and tear from date of this agreement to date of transfer.

The purchaser shall have no claims whatsoever against the seller for any latent defects, unless the seller had prior knowledge thereof and refrained from disclosing the purchaser thereof prior to signing this agreement.

The seller shall provide the purchaser with a detailed list of all latent defects and / or damages to the property, that he is to the best of his knowledge aware of to the best of his knowledge before date of signing this agreement and shall disclose such to the purchaser as per annexure "H" hereto.

7.3 The agent shall not be responsible in any way for any latent or patent defects to the property and shall not be responsible for any damage that the purchaser may have had as a result of such deficiency.

7.4 The purchaser furthermore acknowledge that the property may be subject to the terms and conditions of a body corporate in a sectional title scheme and /or a home owners association, and undertake to become a member of such institution or company where applicable.

8. Penalty Clause

If either the seller or purchaser is responsible for the delay of the registration, the party responsible for such a delay will be liable for the payment of penalty interest, calculated on the full purchase price for the duration of the delay at an interest rate of 5.5% above the repo rate as charged by the Reserve Bank from time to time.

9. Commission

9.1 Agent's commission will be paid by the seller as per commission agreement attached hereto as annexure "C" and signed by the seller and shall be deemed to have been earned and be payable upon acceptance of this offer and the fulfilment of the suspensive conditions (where applicable). Payment of agent's commission shall be effected by the transfer attorney against transfer of the property unless the parties specifically agree otherwise in writing, alternatively with the occurrence of clause 9.2.

9.2 Should the sale be cancelled in terms of an agreement between the seller and the purchaser, the seller and the purchaser shall be jointly and severally liable for the payment of the agent's commission. Should the sale be cancelled due to the failure of either one of the parties to carry out any obligation hereunder, the commission shall be payable by such party. The commission shall then be payable on demand, irrespective of whether the terms of any suspensive conditions have been complied with or not

9.3 The parties acknowledge that _____ from _____ is the only and effective cause of this transaction. The agent may display a sold sign on the property from the date upon which this agreement is no longer subject to suspensive conditions until a period of 1 (one) month after registration.

9.4 In the event that there is any dispute between the party/ies and the agency with relation to the payment of Commission, the party/ies and the agency agrees, despite clause 10.3 herein, to refer such a dispute for arbitration at the Arbitration Tribunal at the Council for Estate Agencies matters. The constitution and procedural rules of the Tribunal are hereby fully incorporated in this agreement and as such it forms an integral part hereof.

9.5 All costs and expenses, including legal fees based on an attorney and client scale, which have been incurred by the agent for the collection or the attempt to collect the agent's professional fee, will be payable by the party responsible for the fee to the agent as and when raised.

toepassing op die eiendom, in die huidige toestand en grootte soos dit nou staan, uitgesluit normale slytasie tussen datum van hierdie ooreenkoms en registrasie.

Die koper sal geen eis teen die verkoper hê met betrekking tot enige latente defekte nie, tensy met betrekking tot sodanige defekte, die verkoper kennis gedra het van sodanige defekte, en dit verberg of doelbewus nagelaat het om dit tot die kennis van die koper te bring voor kontraksluiting.

Die verkoper sal 'n gedetailleerde lys van enige latente defekte en/of skade aan die eiendom, waarvan hy bewus is teen kontraksluiting, aan die koper openbaar, per aanhangsel "H".

7.3 Die agent sal nie verantwoordelik wees vir enige latente of patente of ander gebreke, wat in die eiendom voorkom nie, en ook nie vir enige skade wat deur die koper gely mag word as gevolg van sodanige gebrek nie.

7.4 Verder neem die koper kennis dat die eiendom moontlik onderhewig mag wees aan die reëls van die regpersoon van 'n deeltitelskema en/of 'n huiseienaarsvereniging en onderneem om 'n lid te word van sodanige huiseienaarsvereniging waar van toepassing.

8. Boeteklousule

Indien die koper of verkoper verantwoordelik is vir die vertraging van die registrasie van die eiendom, sal sodanige party aanspreeklik wees vir die betaling van 'n boete, bereken op die volle koopsom vir die duur van die vertraging teen 'n rentekoers van 5.5% meer as die repokoers soos gehef deur die Reserwebank van tyd tot tyd.

9. Kommissie

9.1 Agentekommissie word deur die verkoper betaal, soos per kommissie ooreenkoms hierby aangeheg as aanhangsel "C" en onderteken deur die verkoper en word geag opeisbaar en betaalbaar te wees op aanname van hierdie aanbod en die vervulling van die opskortende voorwaardes (indien van toepassing). Betaling van die kommissie sal deur die oordragprokureur teen registrasie van die eiendom geskied tensy spesifiek anders ooreengekom deur die partye, alternatiewelik by die plaasvind van 9.2.

9.2 Indien hierdie transaksie gekanselleer word in terme van 'n ooreenkoms tussen die koper en die verkoper, sal die koper en die verkoper gesamentlik en afsonderlik aanspreeklik wees vir agentekommissie. Sou hierdie transaksie gekanselleer word as gevolg van enige van die partye se versuim om sy verpligtinge hierkragens na te kom, sal daardie party aanspreeklik wees vir agentekommissie. Kommissie sal dan op aanvraag betaalbaar wees, ongeag of aan die bepalings van enige van die opskortende voorwaardes voldoen is al dan nie.

9.3 Die partye erken dat _____ van _____ die enigste en effektiewe oorsaak van hierdie transaksie is. Derhalwe mag die agent 'n verkoopbord op die eiendom aanbring vanaf die datum waarop hierdie ooreenkoms nie meer onderhewig is aan enige opskortende voorwaardes nie tot 'n periode van 1 (een) maand na registrasie van transport.

9.4 Indien daar enige geskil tussen die party(e) en agentskap met betrekking tot die betaling van agentekommissie hierin sou ontstaan, kom die party(e) en agentskap hiermee ooreen, desondanks die bepalings van klousule 10.3 hierin, om sodanige geskil vir arbitrasie aan die Arbitrasie Tribunaal van die Raad van Eiendomsagentskaps- aangeleenthede voor te lê. Die konstitusie en prosedurele reëls van die Tribunaal word hiermee ten volle by hierdie ooreenkoms ingelyf en as sodanig vorm dit 'n integrale deel hiervan.

9.5 Alle koste en uitgawes, insluitende regsonkoste gebaseer op 'n prokureur-en-klieñtskaal, wat aangegaan word deur die agent vir die invordering of die poging tot invordering van die agent se professionele fooi, sal betaalbaar wees deur die party aanspreeklik vir die betaling van die genoemde fooi aan die agent soos en wanneer gehef.

10. Breach and jurisdiction

In the event of the purchaser and/or seller failing to remedy any breach of the terms hereof within 7 (seven) working days from date of receiving a notice, requesting him to rectify such breach, the seller / purchaser shall be entitled at his choice and without any prejudice to any of his rights:

- 10.1 to cancel this agreement, re-occupy the property and if the purchaser is in breach keep any deposit, less agent's commission as well as all other amounts paid by the purchaser as 'rouwkoop' or by way of penalty, or as liquidated damages, or as payment in respect of prejudice agreed upon as being suffered by the seller as a result of the purchaser's breach, over and above any further damages claimed;
- 10.2 to enforce performance of the terms hereof, including payment of the full balance of the purchase price and all other amounts owing in terms hereof, as well as any damages incurred by him.
- 10.3 The parties hereby consent to the jurisdiction of the Magistrate's Court, which court shall have jurisdiction over all parties involved in the negotiations with this agreement, irrespective of the fact that the case under dispute might exceed the court's jurisdiction or not.

11. Domicile

- 11.1 Each party chooses as his *domicilium citandi et executandi*, the address as set out in the information sheet hereto, at which address all notices and legal process in relation to this agreement or any action arising there from may be effectively delivered and served.
- 11.2 The parties consent thereto that the fax numbers and the e-mail addresses, as set out in the information sheet hereto, may be used as an additional domicilium address for serving of notices. In these cases the fax delivery report or computer printout will be sufficient proof that the notice was send.
- 11.3 Any notice to be given by one party to the other in terms of this contract shall be in writing and shall be send to the *domicilium citandi et executandi*, fax number or e-mail address aforesaid.
- 11.4 Such other party shall be irrefutably deemed to have been informed of the contents of the notice:
 - i) If posted by prepaid registered post, on the 5th (fifth) business day (excluding Saturdays, Sundays and public holidays) after posting.
 - ii) If delivered by hand, on date of delivery by hand.
 - iii) If faxed or send via e-mail, on such day as the fax or e-mail delivery report certifies that the fax or e-mail was sent.
- 11.5 Any party may change his domicilium address on condition that it remains in the Republic of South Africa and the required notice is given as required in clause 11.3 hereof.

12. Electricity: Certificate of Compliance

The seller shall at his own expense within 7 (seven) days after compliance with clause 2.1 hereof, but before occupation, deliver to the transferring attorney, a certificate of compliance in terms of Act 85 of 1993 issued by a qualified electrician. This certificate shall not be older than 2 years and shall certify that the electrical installation as well as any alterations complies with the abovementioned act. The seller guarantees that the whole installation as well as all electrical appliances is in a working order. If there are any repairs or reparations, the seller shall repair it at his cost before registration.

13. Gas certificate of compliance

- 13.1 If a permanent gas reticulation or appliances are present the seller shall at his own expense and within 7 (seven) working days after compliance of the suspensive conditions herein, but before occupation, deliver to the conveyancer, a certificate of compliance in terms of the Occupational Safety and Hazards Act 85 of 1993

10. Kontrakbreuk en jurisdiksie

Indien die koper en/of verkoper versuim om enige breuk van die bepaling van hierdie ooreenkoms te herstel binne 7 (sewe) werksdae na ontvangs van 'n kennisgewing waarin hy versoek word om sodanige breuk reg te stel, sal die verkoper en/of koper na keuse en sonder benadeling van sy ander regte, geregtig wees om:

- 10.1 hierdie ooreenkoms te kanselleer, besit van die eiendom te neem en indien die koper in versuim is, om enige deposito hierkragtens, minus agentekommissie, asook ander bedrae deur die koper betaal, te behou as 'rouwkoop' of as 'n strafbedrag of as gelikwideerde skade of as betaling vir die ooreengekome nadeel wat die verkoper gelyk het as gevolg van die koper se kontrakbreuk bo en behalwe enige verdere skadevergoeding;
- 10.2 nakoming van hierdie ooreenkoms af te dwing, insluitende betaling van die volle balans van die koopsom en alle ander bedrae hierkragtens, en enige skade wat hy mag ly.
- 10.3 Die partye stem in tot die jurisdiksie van die Landroshof, welke hof jurisdiksie sal hê oor alle persone betrokke in onderhandelinge gemeld met hierdie ooreenkoms, ongeag die feit dat die saak onder dispuut die hof se jurisdiksie kan oorskry al dan nie.

11. Domisilie

- 11.1 Elke party kies sy *domicilium citandi et executandi*, die adres soos uiteengesit in die inligtingsblad hiervan, by welke adres alle kennisgewings en prosesstukke in verband met hierdie ooreenkoms of enige aksie voortspruitend daaruit, effektief beteken kan word.
- 11.2 Die partye stem spesifiek toe dat die faksnummers en e-posadresse, uiteengesit in die inligtingsblad hiervan, gebruik kan word as 'n addisionele domicilium adres vir die versending van kennisgewings. In sodanige geval sal die faksbewys of 'n rekenaar uitdruk voldoende bewys wees dat die kennisgewing afgestuur is.
- 11.3 Elke kennisgewing wat deur een party aan 'n ander party in terme van hierdie ooreenkoms gelewer word, moet in skrif wees en versend word aan die *domicilium citandi et executandi*, faksnommer of e-posadres soos vermeld
- 11.4 Dit sal onweerlegbaar geag word dat sodanige party aan wie die kennisgewing versend is, dit ontvang het op:
 - i) Indien dit versend is per vooruitbetaalde geregistreerde pos, op die 5^{de} (vyfde) besigheidsdag (uitgesluit Saterdag, Sondag en publieke vakansiedae) nadat dit gepos is.
 - ii) Indien dit per hand afgelewer is, op sodanige dag wat dit per hand afgelewer is.
 - iii) Indien dit gefaks of ge-e-pos is, op sodanige dag as wat die faks of e-pos bewys sertifiseer dat dit gefaks of ge-e-pos is.
- 11.5 Enige party is geregtig om sy domicilium adres te verander op voorwaarde dat dit steeds in die Republiek van Suid-Afrika is op die wyse soos in klousule 11.3 uiteengesit.

12. Elektrisiteitsertifikaat

Die verkoper sal op sy koste binne 7 (sewe) werksdae na voltoëning aan klousule 2.1 hiervan, maar voor die okkupasiedatum, 'n elektrisiteitsertifikaat uitgereik kragtens Wet 85 van 1993 deur 'n bevoegde elektriese kontrakteur aan die transportprokureur oorhandig. Hierdie sertifikaat sal nie ouer as 2 jaar wees nie en sal sertifiseer dat die elektriese installasie asook enige wysigings daaraan voldoen aan die bogenoemde wet. Die verkoper verleen 'n waarborg dat die geheel van die installasie asook alle elektriese apparaat in 'n werkende toestand is. Indien daar enige herstel of reparasies blyk te wees moet dit deur die verkoper op eie koste reggestel word voor datum van registrasie.

13. Gassertifikaat

- 13.1 Indien 'n permanente gasretikulasie of toebehore op die eiendom teenwoordig is moet die verkoper op sy eie koste binne 7 (sewe) werksdae na vervulling van die opskortende voorwaardes hierin maar voor die datum van okkupasie, 'n sertifikaat uitgereik kragtens van die Wet op Beroepsgesondheid en Veiligheid 85 van 1993, uitgereik deur 'n bevoegde persoon i.e. 'n geregistreerde

issued by an authorized person i.e. a registered liquid petroleum (LP) gas practitioner or an approved inspection authority and that it shall certify that the installation as well as any alterations complies with the abovementioned act.

- 13.2 The seller guarantees that the whole installation as well as all LP gas appliances is in working order. If there are any repairs or reparations, the seller shall repair it at his cost before registration.

☐	Seller Initial	The seller hereby certifies that the property does have a gas installation*.
☐		The seller hereby certifies that the property does not have a gas installation*.

*delete which is not applicable and initial

14. Electric fence system certificate of compliance

- 14.1 If the property sold in terms hereof has an electric fence, the seller shall at his own expense within 7 (seven) days after compliance with the suspensive conditions, but before occupation, deliver to the transferring attorney 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.

- 14.2 The seller guarantees that the whole electric fence installation is in a working order. If there are any repairs, the seller shall repair it at his cost before registration.

☐	Seller Initial	The seller hereby certifies that the property does have an electric fence*.
☐		The seller hereby certifies that the property does not have an electric fence*.

*delete which is not applicable and initial

15. Representation, Liability and Surety

- 15.1 If the signatory hereto acts as a representative for a company to be formed, the signatory shall be personally liable should the company to be formed not fulfil all their obligations in terms of this agreement. By signing this agreement the representative binds himself as surety and co-principal debtor jointly and severally for the proper fulfilment by the juristic person (to be formed) of all its obligations in terms hereof.

- 15.2 After signing of this agreement:-

- 15.2.1 the to be formed entity must be incorporated within 45 (forty five) days of acceptance hereof; and
15.2.2 the to be formed entity must ratify this agreement within 14 (fourteen) days from date of incorporation.

Should the representative fails to comply with clause 15.2.1 and/or 15.2.2 the said representative shall be the purchaser and shall be obliged to take transfer into his/her/their own name.

- 15.3 The person signing this agreement as purchaser on behalf of an existing company, close corporation or trust, binds himself personally as surety and co-principal debtor jointly and severally for the proper fulfilment by the juristic person or trust of all its obligations in terms of this agreement.

- 15.4 Any person signing this agreement on behalf of a legal entity, whether registered or about to be registered, or an existing trust, guarantees by signing this agreement that he is acting within his rights, objectives and mandate of the legal entity or Trust.

- 15.5 This agreement is not inconsistent with any sections of the Companies Act, 40 of 2010, Close Corporation Act, 69 of 1984 or the Trust Property Control Act, 57 of 1988.

vloeibare petroleum (LP) gas praktisyn of 'n goedgekeurde inspeksie verslag aan die oordragprokureur lewer. Hierdie sertifikaat sal sertifiseer dat die installasie asook enige wysigings daaraan voldoen aan die vermeldde wet.

- 13.2 Die verkoper bevestig dat die geheel van die installasie asook alle LP gas toebehoor in 'n werkende toestand is. Indien enige herstelwerk nodig is, sal die verkoper dit op sy koste voor registrasie laat doen.

☐	Verkoper parafeer	Die verkoper bevestig dat die eiendom 'n gas installasie het*.
☐		Die verkoper bevestig dat die eiendom nie 'n gas installasie het nie*.

*Skrap nie van toepassing nie en parafeer

14. Elektriese omheiningsertifikaat

- 14.1 Indien die eiendom wat hierkragtens verkoop word oor 'n elektriese heining beskik, sal die verkoper op sy koste binne 7 (sewe) werksdae na voldoening van die opskortende voorwaardes, maar voor die okkupasiedatum, 'n elektrisiteits-omheiningsertifikaat uitgereik kragtens Regulasie 12 van die Algemene Masjinerie Regulasies van die Wet op Beroepsgesondheid en Veiligheid, Wet 85 van 1993, aan die oordragprokureur oorhandig.

- 14.2 Die verkoper verleen 'n waarborg dat die geheel van die omheining in 'n werkende toestand is. Indien daar enige herstelwerk nodig blyk is moet dit deur die verkoper op sy koste reggestel word voor datum van registrasie.

☐	Verkoper parafeer	Die verkoper sertifiseer hiermee dat die eiendom 'n elektriese omheining het*.
☐		Die verkoper sertifiseer hiermee dat die eiendom nie 'n elektriese omheining het nie*.

*Skrap nie van toepassing nie en parafeer

15. Verteenwoordiging, Aanspreeklikheid en Borg

- 15.1 Indien die persoon wat hierdie kontrak onderteken optree as verteenwoordiger vir 'n te stigte maatskappy sal die ondertekenaar persoonlik aanspreeklik wees indien die te stigte maatskappy nie hulle verpligtinge in terme van hierdie ooreenkoms nakom nie. Die verteenwoordiger verbind homself deur middel van die ondertekening hiervan as borg en medehoofskuldenaar gesamentlik en afsonderlik vir die behoorlike nakoming deur die (te stigte) regspersoon van al sy verpligtinge in terme hiervan.

- 15.2 Na ondertekening van hierdie ooreenkoms moet:-

- 15.2.1 die te stigte entiteit binne 45 (vyf en veertig) werksdae na aanvaarding hiervan geïnkorporeer word; en
15.2.2 die te stigte entiteit hierdie ooreenkoms binne 14 (veertien) werksdae na inkorporasie ratifiseer.

Indien die verteenwoordiger versuim om aan klousule 15.2.1 en/ of 15.2.2 te voldoen, sal die verteenwoordiger in sy eie naam die koper wees en verplig wees om transport in sy persoonlike naam te neem.

- 15.3 Indien 'n persoon namens 'n bestaande maatskappy, beslote korporasie of trust hierdie koop-ooreenkoms as koper teken, verbind die ondertekenaar hiervan homself persoonlik as borg en medeskuldenaar gesamentlik en afsonderlik vir die behoorlike nakoming deur die regspersoon of trust van al sy verpligtinge in terme van hierdie ooreenkoms.

- 15.4 Enige natuurlike persoon wat hierdie ooreenkoms namens 'n regspersoon, hetsy reeds geregistreer of geregistreer staan te word of 'n trust onderteken, waarborg met sy ondertekening dat hy binne die magte, doelwitte en magtiging van so 'n regspersoon of trust op tree.

- 15.5 Hierdie ooreenkoms is nie strydig met enige artikel van die Maatskappywet 40 van 2010, die Wet op Beslote Korporasie 69 van 1984 of die Wet op die Beheer van Trustgoedere 57 van 1988 nie

15.6 This agreement is furthermore not in conflict with any of the objectives of the memorandum of incorporation, co-operation agreement or relevant trust deed. All necessary steps and authorities have been given to the authorised person signing this agreement by the legal entity or trust, and in particular but without limitations, the directors, members or trustees that authorised the conclusion of this agreement.

15.7 In the event of more than one seller or more than one purchaser being a party to this agreement, they shall be jointly and severally liable for their obligations arising in terms hereof.

16. Sole agreement, Non-variation and latitude

16.1 This agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein, shall be of any force or effect.

16.2 No variations of the terms and conditions of this agreement including this clause, shall be of any force or effect, unless it's reduced to writing and signed by all the parties hereto.

16.3 No failure, omission of waiver or relaxation of any of the provisions of this agreement, nor any failure by a party to enforce the provisions of this agreement due to any breach, shall operate as an estoppel against any party in respect of his rights, under this agreement, nor shall it preclude such party thereafter from exercising its rights strictly in accordance with this agreement.

16.4 The purchaser and/or seller confirm that he has read this agreement and understands the contents hereof.

16.5 This agreement is a pro forma agreement with blank spaces. If any of the blank spaces are left open at signing hereof, it will not have the effect that this agreement is null and void or voidable.

16.6 All references to singular will also include plural and vice versa (if applicable). All references to male will include female and vice versa (if applicable).

16.7 Any term or stipulation in this agreement which is void and / or unenforceable, shall be limited to such clause of the agreement and be regarded as not part of the agreement. It shall for all purposes be discarded without affecting the validity of the rest of the agreement.

17. Offer Lapses

This offer is irrevocable until _____h_____ on _____ and is binding upon acceptance, irrespective of notification of acceptance to the purchaser or not.

18. Annexures

The following annexures forms an integral part of this agreement.

A	B	C					
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19. **Other Conditions:**

[illegible]

15.6 Hierdie ooreenkoms is eweneens nie strydig met die akte van oprigting, samewerkingsooreenkoms of die betrokke trustakte nie. Alle stappe is deur die regspersoon of trust geneem ten einde die ondertekenaar van hierdie ooreenkoms te magtig om hierdie ooreenkoms namens die regspersoon of trust aan te gaan, en in die besonder maar sonder beperking, dat die direkteure, lede of trustees hierdie ooreenkoms spesifiek goedgekeur het.

15.7 Indien meer as een verkoper of meer as een koper 'n party tot hierdie ooreenkoms is, is sodanige meerdere verkopers of meerdere kopers onderskeidelik gesamentlik en afsonderlik vir hulle verpligtinge hierkragtens aanspreeklik.

16. Hele ooreenkoms, Geen wysigings en Toegewings

16.1 Hierdie ooreenkoms is die uitsluitlike en volledige ooreenkoms tussen die partye en geen waarborge, voorstellings of ander bedinge en voorwaardes van watter aard ookal wat nie hierin vervat is nie, sal op die partye bindend wees nie.

16.2 Geen wysiging van die bedinge of voorwaardes van hierdie ooreenkoms, insluitende hierdie klousule, sal enige regsrag hê tensy dit op skrif gestel en deur al die partye hiertoe onderteken is nie.

16.3 Geen versuim, nalate of afstanddoening van enige party om voortspruitend uit die verbreking van enige term van hierdie ooreenkoms deur die ander party, so 'n party aan te spreek en aan te dring op nakoming van die ooreenkoms deur die ander party of enige toegewings gemaak deur 'n party, sal dien as 'n afstanddoening, wysiging of novasie van enige van die terme van hierdie ooreenkoms of sal te enigertyd estoppel daarstel teen die ander party nie.

16.4 Die koper en/of verkoper bevestig dat hy hierdie ooreenkoms gelees het en die inhoud daarvan verstaan.

16.5 Hierdie ooreenkoms is 'n proforma ooreenkoms met leë spasies. Indien enige van die spasies ooggelaat is by ondertekening sal dit nie die gevolg hê dat die ooreenkoms nietig of vernietigbaar is nie.

16.6 Alle verwysing na enkelvoud sluit die meervoud in en omgekeerd (indien van toepassing). Alle verwysing na manlik sluit in die vroulik en omgekeerd (indien van toepassing)

16.7 Enige bepaling van hierdie ooreenkoms wat ongeldig en/of onafdwingbaar is, sal beperk word tot sodanige klousule en sal nie geag word as deel van die ooreenkoms te wees nie. Dit sal vir alle doeleindes geag uitgelaat te wees van die res van die ooreenkoms sonder om die geldigheid van die algehele ooreenkoms aan te tas.

17. Aanbod onherroepelijk

Hierdie aanbod is onherroeplik tot _____ h _____ op _____ en is bindend by aanvaarding, ongeag of kennis van aanvaarding aan die koper gegee is al dan nie.

18. Aanhangsels

Die volgende aanhangsels vorm 'n integrale deel van hierdie ooreenkoms.

A	B	C					
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19. Ander voorwaardes

[illegible]

OFFER MADE BY ME/US: at _____ on this
_____ day of _____ 20____

Witness 1

Purchaser 1

Name

Name

Witness 2

Purchaser 2

Name

Name

AANBOD GEMAAK DEUR MY/ONS: te _____
op hierdie _____ dag van _____ 20____

Getuie 1

Koper 1

Naam

Naam

Getuie 2

Koper 2

Naam

Naam

OFFER ACCEPTED BY ME/US: at _____ on
this _____ day of _____ 20____

Witness 1

Seller 1

Name

Name

Witness 1

Seller 2

Name

Name

The signatory hereto confirms that he does not sell immovable property in the normal course of his business as defined in the Consumer Protection Act.

AANBOD AANVAAR DEUR MY/ONS: te _____
op hierdie _____ dag van _____ 20____

Getuie 1

Verkoper 1

Naam

Naam

Getuie 1

Verkoper 2

Naam

Naam

Die ondertekenaar hiervan bevestig dat hy nie onroerende eiendom in die normale loop van sy besigheid verkoop soos gedefinieer in die Wet op Verbruikersbeskerming, nie.

The **agency** herewith accepts the benefits arising from the transaction.

Agent: _____

Tel: _____ / Email: _____

Principal / Agent

Die **agentskap** aanvaar hiermee die voordele voortspruitend uit hierdie ooreenkoms.

Agent: _____

Tel: _____ / Epos: _____

Prinsipaal / Agent

Transferring Attorney

Name: _____

Tel: (____) _____ Fax: (____) _____

Transportprokureur

Naam: _____

Tel: (____) _____ Faks: (____) _____

Bond Attorney

Name: _____

Tel: (____) _____ Fax: (____) _____

Verbandprokureur

Naam: _____

Tel: (____) _____ Faks: (____) _____

Bond Originator

Name: _____

Tel: (____) _____ Fax: (____) _____

Verbandkonsultant

Naam: _____

Tel: (____) _____ Faks: (____) _____