



OFFER TO PURCHASE

VILLA CHANTE

I / We

(

FULL NAMES: _____

IDENTITY NUMBER: _____

MARITAL STATUS: _____

FULL NAMES: _____

IDENTITY NUMBER: _____

MARITAL STATUS: _____

ADDRESS: _____

being the address chosen by me / us for the purposes of accepting any legal notices and legal processes (commonly referred to as the *domicillium* address)

"the Purchaser"

hereby Offer to purchase from:

GC PROPERTY DEVELOPERS PROPRIETARY LIMITED

REGISTRATION NUMBER: 2015 / 329122 / 07

herein duly represented by George Van Breda in terms of a resolution

VAT NUMBER: 4160207124

NHBRC REGISTRATION NUMBER: 3000165354

ADDRESS: for the purpose of this agreement shall be 97A BOEING ROAD EAST, BEDFORDVIEW, 2008, care of BMV Attorneys being the address chosen by me / us for the purposes of accepting any legal notices and legal processes (commonly referred to as the *domicilium* address)

"the Seller"

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through the agency of _____ (hereinafter referred to as "the Agent")
the following property:

Unit number: _____

Sectional Scheme ("SS") Name: VILLA CHANTE

SS Number: _____

SS Door no if different from Unit number: _____

SS Exclusive Use Area such as Garage / Carport no (if applicable): _____

Situated at (physical address): _____

together with all the buildings and improvements thereon, including the following fixtures and fittings (***delete where necessary**):

Stove / oven / hob / extractor, light fittings, television aerials including / excluding M-Net / DSTV aerial / dish and connections, all household keys, fitted carpets, curtain fittings, blinds, trees and shrubs, pool equipment, pool safety net and automatic pool cleaner, automatic gate and garage door remote control openers and:

("the Property") which the Seller warrants are fully paid for and are owned exclusively by the Seller, on the following terms and conditions:

NOTICE TO THE PURCHASER

The Purchaser's attention is drawn to provisions which limit in any way the risk or liability of the Seller; include an assumption of risk or liability by the Purchaser; impose an obligation on the Purchaser to indemnify the Seller; and / or are an acknowledgment of any fact by the Purchaser, which appear in **bold** in this Offer. The Purchaser confirms by attaching his signature that he has read and understood the terms and conditions of this Offer and more specifically those terms which has printed in bold.

Signature: _____ Purchaser: _____

1. ACCEPTANCE

This offer cannot be recalled by the Purchaser until __h__ on the ___ day of _____ 20___ when, if not accepted, it shall expire and shall be of no force or effect without the need for any party to provide any further notice in respect of same to the other. This offer shall thus become a final and binding sale upon the acceptance hereof by the Seller on or before the date and time aforesaid, which acceptance shall be effected by the Seller signing one copy of this offer and before the date and time aforementioned, either handing such copy to the Agent, Purchaser or his authorised representative.

2. PURCHASE PRICE

The purchase price is the sum of R _____ (_____ Rand) * **including / excluding VAT (*delete whichever is not applicable)** payable by the Purchaser to the Seller as follows:

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2.1 The sum of R _____ (_____ Rand) to be deposited with the Seller's Conveyancer (BMV Attorneys situated at 97A Boeing Road East, Bedfordview, 2008, TEL: 011 453 0125; FAX: 011 453 0165; CELL: 082 940 6614; EMAIL: bmvlegal@mweb.co.za, hereinafter referred to as "BMV") on or before noon on _____, which deposit is to be invested in an interest bearing account with a registered Financial Institution or Bank in terms of the provisions of Section 78(2A) of the Attorneys Act. The interest which accrues on the said investment shall be for the Purchaser's benefit. **The Purchaser acknowledges that BMV may not effect such investment in terms of the Financial Intelligence Centre Act, Act 38 of 2001 ("FICA") until the Purchaser complies with the FICA requirements by providing the prescribed documentation to BMV.**

2.2 The sum of R _____ (_____ Rand) shall be secured by way of a Bankers or other Financial Institution guarantees payable to BMV or its nominee, to the satisfaction of BMV, payable free of exchange, and payable on registration of transfer. The guarantee is to be furnished to BMV on demand or alternatively within a period of _____ (_____) days of acceptance hereof.

2.3.1 This Offer is subject to the Suspensive Condition that the Purchaser, or BMV, or the Agent, or the Seller's nominated bond originator _____, obtain a mortgage loan upon security of a first Mortgage bond to be registered over the Property a sum of not less than R _____ (_____ Rand), **or such lesser amount as recorded here after**, at a rate of interest no higher than the highest rate currently being imposed by any institutional lender, and subject to such conditions as are currently being imposed by any recognised institutional lender, within a period of _____ (_____) days of acceptance hereof.

The Purchaser hereby irrevocably nominates and appoints BMV, the Agent and / or the Seller's appointed mortgage originator to make application for such a loan on his behalf.

FULL BOND AMOUNT:

This condition **shall be fulfilled** upon receipt by any one of the above appointed nominees and / or a bank / financial institution of advice by the bank / financial institution that a Pre-Agreement Statement and Quotation are being Offered to the Purchaser for the full amount as referred to in this clause 2.3.1.

LESSER BOND AMOUNT:

Due consideration being given to the existing / current lending criteria of banks / financial institutions, this condition **shall also be deemed to be fulfilled** upon receipt by any one of the above appointed nominees and / or a bank / financial institution of advice by the bank / financial institution that a Pre-Agreement Statement and Quotation are being Offered to the Purchaser for an amount of not less than **90% (ninety percent)** of the amount referred to in this clause 2.3.1.

2.3.2 **The Purchaser warrants** that he is aware and understands the prevailing and customary requirements of banks and recognised financial institutions regarding eligibility for finance based on net disposable income, credit ratings and other qualifications, **and hereby further warrants** that he is eligible for the loan amount and on the terms and conditions set out in this Offer.

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2.3.3. The Purchaser undertakes to render the above-named nominees whatever assistance may be required to obtain the Pre-Agreement Statement and Quotation and to comply timeously with all and any requirements of any lender, including the furnishing of any certificates of income / earnings, assets and liabilities, monthly expenditure, income tax clearance, or the provision of any suretyship which may be required and to sign all documents necessary to give effect to this clause. Any non-compliance with this sub-clause **will constitute a breach** of this Offer and the provisions of the clauses dealing with Breach and Agent's Commission will apply.

2.3.4. **This clause 2 is inserted for the benefit of the Purchaser**, and the Purchaser may at any time prior to fulfillment of the suspensive condition contained in this clause, advise the Seller or BMV or the Agent **in writing that he waives the benefit of such condition**, in which event this Offer will no longer be subject to such condition.

3. COSTS, TRANSFER AND BOND

The cost to give effect to this Offer shall be paid as set out in clause 4 below.

4. TRANSFER & BOND REGISTRATION

TRANSFER

BMV shall transfer the Section into the Purchaser's name within a reasonable time after the Purchaser has complied with the terms of clauses 2 and 3 hereof. All costs of transfer, including transfer duty, should same be determined to be payable, shall be paid by the Seller immediately upon request by the Seller's Conveyancers. **It is however expressly recorded that the Purchaser shall be liable for payment of his/her portion of the deposit towards the levy in the amount of R2 600.00 (Two Thousand Six Hundred Rand) prior to registration of transfer of the Section in the Purchaser's name, which deposit shall be paid to BMV immediately upon request.**

BOND

FNB, STANDARD BANK, NEDBANK, ABSA AND SA HOMELOANS

The Purchaser hereby irrevocably nominates and appoints KAPP VAN ZYL VAN WYK INCORPORATED to tend to such registration. The Purchaser shall be liable for payment of all costs, including but not limited to bank initiation fees, associated with the registration of any simultaneous bond, and shall immediately pay same upon demand by such Conveyancers. The Seller and Purchaser undertake to sign all documents required without delay in order to give effect to the terms of this Agreement.

5. POSSESSION

Possession and vacant occupation of the Property shall be given to the Purchaser **on date of registration of transfer**, or earlier, if mutually agreed to in writing between the parties hereto, from which date it shall be at the sole risk, loss or profit of the Purchaser.

6. RATES, TAXES & LEVIES

The Seller shall be liable for the payment of all rates, taxes, levies, insurance premiums and other charges, etc. in respect of the Property **prior to** the date of registration of transfer.

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7. COOLING OFF PERIOD

The parties confirm that they are fully aware of the Purchaser's rights in terms of Section 29(A)(1) of the Alienation of Land Act 68 of 1981 (as amended), in terms of which the Purchaser is entitled to recall his / her offer by written notice, should the purchase price be less or equal to R250,000-00 (two hundred and fifty thousand rand) within 5 (five) calendar days after signature of this offer by the Purchaser. Such written notice shall be given to both the Seller and BMV by the Purchaser.

8. OCCUPATIONAL RENTAL

If the date of occupation and possession does not coincide with the date of transfer, the party enjoying occupation and possession of the Property while it is registered in the name of the other party, shall in consideration thereof and for the period of such occupation, pay to the other party occupational rental of R_____ (_____ Rand) per month or a pro rata share thereof for any portion of a month.

9. BREACH

Should either party breach any terms of this offer and fail to remedy such breach within **7 (seven)** days of either hand delivery of a notice, or letter sent by prepaid registered post to the defaulting party's chosen address, calling upon the defaulting party to remedy the breach, then the injured party shall:

9.1 **If the injured party is the Seller:** be entitled without prejudice to the Seller's other rights in law, to claim specific performance and payment of all amounts owing (whether due or not). In the event of the Seller electing to cancel this offer, the Purchaser shall deliver occupation of the Property to the Seller at the Purchaser's expense. All amounts paid by the Purchaser together with the interest thereon shall be forfeited as a pre-estimation of damages, and after deduction of the Agent's commission, the balance thereof shall be paid to the Seller, to the extent as may be permissible in Law, without prejudice to any of the Seller's rights. The Purchaser irrevocably (i.e. it cannot be recalled) instructs BMV to pay the Agent's commission as a first charge against all amounts paid by the Purchaser.

9.2 **If the injured party is the Purchaser:** be entitled without prejudice to the Purchaser's other rights in law to obtain an order for specific performance against the Seller or to cancel this offer and institute any action for damages sustained. In the event of cancellation in terms of this clause **9.2**, all amounts paid by the Purchaser, excluding occupational rent, shall be refunded on demand, and the Purchaser shall be reimbursed for all improvements effected to the Property with the Seller's consent. Within 7 (seven) days of receipt of all monies due, the Purchaser shall vacate the Property and leave same in good order and repair as at date of occupation, fair wear and tear excepted.

10. VARIATION

This Offer to Purchase and its annexures (if any) constitutes the entire agreement between the parties and no modification, variation or alteration thereto shall be valid unless in writing and signed by the parties hereto.

11. WAIVER

Notwithstanding any express or implied provisions of this Offer to Purchase to the contrary, any latitude or extension of time which may be allowed by the Seller in respect of any matter or thing that the Purchaser is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the Seller's rights at any time, and without notice, to require strict and punctual compliance with each and every provision of term hereof.

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12. INTERPRETATION

In this offer, words purporting the singular shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine gender and words importing persons shall include body corporates.

13. ELECTRICAL CERTIFICATES

The parties are aware that in terms of Government Regulation No. R 2920 of 23rd October 1992 of the Machinery and Occupational Safety Act of 1983 (Act No. 6 of 1983) if there is a change of ownership of premises on which an electrical installation exists the user shall have a valid Certificate of Compliance for such installation. The Seller shall at the cost of the Seller obtain the valid Certificate of Compliance and deliver such Certificate to BMV before date of occupation or registration of transfer, whichever takes place first. However, should the Seller fail to furnish the certificate aforesaid, the Purchaser shall be entitled to obtain same at his cost, and in such event the Seller shall reimburse the Purchaser hereby authorising BMV to deduct same from the net proceeds of the sale as contained in this offer.

14. ESTATE AGENT'S COMMISSION

The Purchaser warrants that he was introduced to the property by an Agent of:

LISTING AGENT: _____

SELLING AGENT: _____

and by no other Agent, and that no other Agent was the effective cause of the sale.

The Seller shall pay agent's commission to the Agent at a rate of:

_____ % (_____ PERCENT) PLUS VAT

OR

R _____ (_____ Rand) PLUS VAT and will be deemed to have been earned and payable on acceptance of this offer, or if any suspensive conditions are applicable, on fulfillment of those conditions.

The deposit, if any, will be held in trust by BMV on behalf of the Purchaser with interest accruing to him until registration of transfer as set out hereinto, whereupon it shall be paid to the Seller subject to the right of the Agent to set off any commission earned against the deposit.

Should any deposit be held by BMV, they are hereby authorised and instructed by the parties, provided that all suspensive conditions have been fulfilled herein, to make payment therefrom to the Agent of any commission payable in terms of this clause, and are likewise instructed to account directly to the Agent from the proceeds of the sale for any part of the commission which is not covered by the deposit.

This clause shall be deemed to have survived any cancellation of the sale and remain enforceable by the Agent. The Agent, by his signature hereto accepts all benefits conferred upon it in terms of this offer.

Should the offer be cancelled by mutual consent or by the Seller unilaterally prior to transfer being effected, the Agent shall, notwithstanding such cancellation, be entitled to claim the aforesaid commission from the Seller.

Seller's signature

Purchaser's signature

Initial Here

15. PURCHASER A COMPANY, CLOSE CORPORATION, TRUST OR OTHER LEGAL ENTITY (DELETE IF NOT APPLICABLE)

In the event of the Purchaser being a Company, Close Corporation, Trust or other legal entity, the person signing on its behalf, warrant that he is duly authorized to do so, and by his signature hereto binds himself to the Seller as surety and co-principal debtor for the obligations of the Purchaser, and undertake to sign or procure the signature of any agreement of suretyship or co-principal debtorship or other likewise agreement required by any lender to which the loan application is made in terms of this offer.

Should the person signing this offer on behalf of the Purchaser be acting as agent or trustee for a company or close corporation or other legal entity to be formed then:

- a. The entity shall be formed and / or registered and shall ratify and adopt this offer in sufficient time to enable any guarantees required in terms of this offer to be furnished on due date.
- b. Should the entity not be formed, or the sale not be ratified and adopted as aforesaid, the signatories shall be deemed to be the Purchaser and will be personally liable for the performance of all the Purchasers obligations in terms of this offer.
- c. If the Property is owned by a Company, Close Corporation, Body Corporate, Association or any legal entity and if agreed to by the person holding the shares or beneficial interest in the Seller, the Purchaser may elect to take transfer of such shares or other beneficial interest in the Seller provided that it is legally competent for him to do so. In that event the Seller undertakes to make all its records and particulars available to the Purchaser within **7 (seven)** days of written request to do so, and provided that a binding agreement, drawn up at the Purchasers expense, for the transfer of such shares or interest is entered into between the holders thereof and the Purchasers within **30 (thirty)** days of the date of acceptance of this offer. This offer shall fall away and be of no further force or effect save the Agent shall retain its rights to the payment of its commission in terms of the relevant clauses of this offer against both parties.
- d. Should there be more than one Purchaser or signatory acting on behalf of any Purchaser their liability shall be joint and several.
- e. If married, **both Seller and Purchaser warrant** that all written consents required in terms of the Matrimonial Property Act 88 of 1984 in connection with this sale or the compliance with any condition imposed by any lenders in terms hereof have or will be given.

16. *SUBJECT TO SALE / *PURCHASER PROPERTY SOLD TO A THIRD PARTY BUT NOT YET TRANSFERRED (DELETE IF NOT APPLICABLE)

***SUBJECT TO SALE**

This sale is conditional upon the Purchaser being able, within _____ (_____) days of signature, to sell his property being Erf number _____ situated in the township of _____ (herein after referred to as the Second Property), for the gross price of not less than R _____ (_____ Rand). Should the Purchaser accept a lower price, **this condition shall be deemed to be fulfilled should he not notify the Agent in writing to the contrary within 3 (three) days of acceptance thereof.** The Purchaser undertakes to co-operate with the Agent in its endeavors to market and sell the Second Property and timeously fulfill this condition. Should the Purchaser sell the Second Property subject to a bond, then his purchaser must obtain a loan within _____ (_____) days of date of sale of the Second Property.

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This Offer to Purchase is therefore subject to the successful registration of transfer of the Second Property.

Any guarantee which may be required to be issued against the sale of the Second Property, is to be delivered to BMV within 14(fourteen) calendar days calculated from the date upon which the purchase price of the Second Property has been secured, irrespective of the said purchase price having been secured in cash, by bank guarantee and / or approved bond.

The Purchaser shall be obliged to enforce the terms and time period of this Offer to Purchase. The Purchaser shall be precluded from selling the Second Property to any prospective Purchaser who also has to sell his own property.

Pending fulfillment of this condition, the Seller shall be entitled to continue to market the Property until successfully sold, and should prior to fulfillment of this condition, a *bona fide* offer (herein referred to as the Competing Offer) for the Property be received, which, but for this offer, the Seller wishes to accept, the Seller may do so subject to the following:

- A copy of the Competing Offer shall be delivered to the Purchaser, who shall be given the option for 48 (forty eight) hours from delivery to waive this **clause 16**;
- Exercise of this option by the Purchaser shall be exclusively by written notice delivered timeously to the Seller;
- Should the Purchaser not timeously exercise the option aforesaid, the Seller shall be entitled to accept the Competing Offer and, on acceptance thereof, this offer between the Seller and Purchaser shall thereupon immediately and automatically become canceled without prejudice to any party.

***PURCHASER PROPERTY SOLD TO A THIRD PARTY BUT NOT YET TRANSFERRED**

The Purchaser has sold his property ("the Second Property") situated at _____, the registration of which is still to take place in the name of the Purchaser's third party purchaser. Any guarantee which is to be issued against the sale of the Second Property for the purpose of securing the purchase price, or any portion of the purchase price of the Property, is to be delivered to BMV within 14 (fourteen) calendar days calculated from the date from which the purchase price of the Second Property has been secured, regardless of the said purchase price having been secured by means of cash and / or an acceptable financial institution guarantee and / or mortgage bond approval. Should the guarantee referred to in this clause not be delivered within the recorded fourteen-day period, then this offer **shall lapse**, be of no force or effect, neither party having any claim, one against the other, now or in future.

17. SECTIONAL TITLE, HOME OWNER'S ASSOCIATION & LEVIES (DELETE IF NOT APPLICABLE)

17.1 The Purchaser **confirms** that he is aware that:

17.1.1 the Property is subject to the Sectional Titles Act, Act 95 of 1986;

17.1.2 the Purchaser, upon date of registration of the unit in his name **automatically** becomes a member of the Body Corporate, a non-profit organisation / legal entity in terms of the Sectional Title Act, and as a result the Purchaser also **agrees to be bound** to, and conform with the Management and Conduct Rules of the Body Corporate; and

17.1.3 a real right of extension in terms of section 25 of the Sectional Titles Act, Act 95 of 1986 is registered in favour of the Seller, and that until such right does no longer exist, the Purchaser's right **shall be subject to the real right of extension aforesaid**.

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17.2 SECTIONAL TITLE AMENDMENT ACT

In terms of the Sectional Titles Amendment Act of 2003 (Section 37(2), when a unit is sold, the Seller is liable for all contributions levied under any provision of Section 37(1) for the balance of the financial year.

It is agreed between the parties that **the Seller shall not be liable for the levies and other costs due to the Body Corporate as from the date of registration of the transfer in the name of the Purchaser.** Accordingly, the Purchaser **shall be liable and shall pay** all levies **(thus including any special levy)** and other costs due to the Body Corporate from such date. **The Purchaser hereby indemnifies** the Seller against any claims in terms of Section 37 of the Sectional Titles Act, 95 /1986.

17.3 HOMEOWNERS ASSOCIATION / BODY CORPORATE

The Purchaser is aware that a homeowners association exists to which he becomes a member thereof with transfer of the **Property in his name**, and will therefore be bound by the constitution of the Homeowners Association.

17.4 MONTHLY LEVY

A monthly Homeowners Association / Body Corporate levy **(including any special levy)** in the amount of:

R _____ (_____ Rand) per month is payable to:
_____.

18. GOING CONCERN / VAT (DELETE IF NOT APPLICABLE)

Both parties hereby warrant that as at the date of transfer, they are or will be registered as vendors in terms of Section 23 of the Value Added Tax Act No. 89 of 1991 ("the Act"). The parties record that:-

The Property / business together with the assets and the stock-in-trade (if any) constitutes an enterprise as the term is defined in the Act, and the supply of the enterprise as contemplated herein is that of a going concern chargeable with value-added tax ("VAT") at **zero rate** in terms of Section 11 (1) (e) of the Act.

The enterprise is an income-earning activity, it being recorded that all of the assets which are necessary for the carrying on of such enterprise are hereby simultaneously being disposed of by the Seller to the Purchaser.

In the event of VAT being levied at a rate other than zero, the VAT so payable **shall be paid by the Purchaser** to the Seller on demand, provided that the Seller furnishes the Purchaser with a VAT invoice as contemplated in the Act to enable the Purchaser to claim an input credit in respect of the VAT so paid.

In the alternative, should **Transfer Duty** become due and payable, the **Purchaser shall be responsible** for the payment thereof to SARS.

19. SPECIAL CONDITIONS

19.1 CONDITION OF THE PROPERTY

The Property is sold *voetstoots*, as it stands and in the condition **AS SET OUT IN THE IMMOVABLE PROPERTY CONDITION REPORT CONTAINED HEREAFTER**, the Seller or his representative who declares that the Property is suitable for its intended purpose as a residential dwelling, alternatively for the specific purpose it is intended for.

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The declaration provided by the Seller provides a detailed list of any defects in and damage to the Property, which declaration is made by the Seller with the *bona fide* intention to disclose these defects to the Purchaser. **THE PURCHASER HAS AN OBLIGATION TO INSPECT THE PROPERTY AND MUST SIGN THE DECLARATION MADE BY THE SELLER AT THE TIME OF MAKING THE OFFER AS AN ACKNOWLEDGEMENT OF THE CONTENTS THEREOF.**

The Property is sold subject to all the terms and conditions of title and all other conditions which may exist in regard thereto. **The Purchaser has been made aware of the fact that the title deed to the Property and the building plans are available for inspection as public documents.** If the Property's size or dimensions have been erroneously described, the description thereof as in the Seller's title deed shall apply. The Seller can give no warranty against defects, other than those specified in the declaration as aforementioned, and the declaration does not negate any of his rights that he may have under law. The Purchaser is entitled to receive the Property in the same condition as when the Purchaser inspected the Property.

19.2 GUARANTEES AND WARRANTIES BY THE SELLER

- 19.2.1 The Seller warrants that he has provided all relevant information relating to the Property and the condition thereof to the Purchaser in writing.
- 19.2.2 The Seller warrants that the selling price is sufficient to cancel any existing bond registered over the Property as well as any associated encumbrance.
- 19.2.3 The Seller is not responsible to point out the surveyor's beacons demarcating the boundaries of the Property to the Purchaser, and is also not liable to pay the cost to determine such boundaries.
- 19.2.4 The Purchaser confirms that neither the Seller, nor anyone on his behalf have provided any warranties or given any guarantees in respect of any aspect relating to the quality of the Property which are not contained in this offer.

19.3 The Seller acknowledges and confirms that he is selling the Property in the ordinary course of his business (for instance him being a property developer), and that the provisions of the Consumer Protection Act 68 of 2008 **do apply** to the sale of this Property in general.

19.4 If any provision or provisions of this offer shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19.5 SOLD BOARDS

The Seller and Purchaser agree that the Agent is allowed to place a sold sign in front of the Property for a period of 60 (Sixty) days from date of sale of the Property, and in the instance of the sale being subject to any suspensive condition, then from date of fulfilment of such suspensive condition.

19.6 GAS CERTIFICATES OF COMPLIANCE

In terms of Regulation 17(3) of the Pressure Equipment Regulations to the Occupational Health and Safety Act 85 of 1993, any person disposing of a property on which a gas appliance is installed, must obtain a certificate of compliance ("COC") in respect of such appliance. It is expressly recorded that for the purpose of this offer gas and gas systems are very broadly defined and include anything that uses any amount of gas.

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Regulation 12 of the 2011 Electrical Machinery Regulations to the Occupational Health and Act 85 of 1993 requires that the user of an electrical fence system installed on or after 1 October 2012 has an electric fence system compliance certificate ("EFSCC"). Only Electric Fencing Installers registered with the Department of Labour are authorized to issue EFSCCs. The Seller shall at the cost of the Seller obtain a valid EFSCC from the Body Corporate and deliver such to BMV before date of occupation or registration of transfer, whichever takes place first.

As a result of the South African Revenue Services (SARS) doing risk analysis on both the transfer and transferee on all property transactions, both the Seller and Purchaser warrant to each other and the Agent that all tax issues (both personal and otherwise) including but not limited to tax returns and tax payments, are current and up to date. The defaulting party **will be liable** for all costs incurred and damages suffered by the aggrieved party as a result of a breach of this warranty. The aggrieved party shall also be entitled to place the defaulting party on terms, and thereafter cancel the offer if this warranty is breached. These remedies are in addition to all rights which the parties have in terms of this offer or in Law.

19.10 OTHER

[illegible]

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SIGNED by the PURCHASER at _____ on this _____ day of _____ 20____.

AS WITNESSES:

1.

.....

PURCHASER
2.

.....

PURCHASER

SIGNED by the SELLER at _____ on this _____ day of _____ 20____.

AS WITNESSES:

1.

.....

SELLER
2.

.....

BMV herewith accepts the instructions and benefits, which they will receive from this agreement.

BMV

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IMMOVABLE PROPERTY CONDITION REPORT

DISCLAIMER

This condition report concerns the immovable property situated at:

("the Property") as set out in this Offer to Purchase. This report does not constitute a guarantee and / or warranty of any kind or nature by the Seller of the Property, or by the property practitioners representing the Seller. **This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective Purchaser may wish to obtain prior to concluding this Offer to Purchase in respect of the Property.**

DEFINITIONS

"*am aware*" means to have notice or knowledge;

"*defect*" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the Property, that would or could significantly impair or impact upon the health or safety of any future occupants of the Property or that, if not repaired and / or removed and / or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

DISCLOSURE OF INFORMATION

The offer herein contained is submitted by the Purchaser to the Seller in the Purchaser's full knowledge that the information supplied hereunder, even though this is not to be construed as a warranty, the Purchaser may rely on when deciding whether, on what terms, and at what price to buy the Property.

The Purchaser further acknowledges that any deviation from the under mentioned information which he has identified is recorded in the space provided for hereunder under the heading "NOTES". Should no deviation be recorded, then in such event the Purchaser hereby acknowledges that he is satisfied with the correctness of this information.

The Seller, upon him accepting the offer as contained herein, represents that to the best of his knowledge the statements in respect of the Property contained hereafter are correct.

STATEMENTS BY THE SELLER CONCERNING THE CONDITION OF THE PROPERTY

1. The Seller is NOT aware of any defects in the roof.
2. The Seller is NOT aware of any defects in the electrical systems / installation.
3. The Seller is NOT aware of any defects in any part of the plumbing systems, including any defects pertaining to the swimming pool.
4. The Seller is NOT aware of any defects in the heating and / or air-conditioning systems, including air filters and humidifiers.
5. The Seller is NOT aware of any defects in the septic system or other sanitary disposal systems.
6. The Seller is NOT aware of any defects to the Property and / or in the basement or foundations of the Property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps.
7. The Seller is NOT aware of any structural defects in the Property.
8. The Seller is NOT aware of any boundary line disputes, encroachments or encumbrances including a joint driveway.
9. If applicable the Seller is NOT aware that any remodelling or refurbishment has affected the structure of the Property.
10. Any additions and / or improvements made to and / or any erections made on the Property, have been done or were made, only after the required consents, permissions, permits and plans to do so were properly obtained.
11. The Seller is NOT aware that a structure on the Property has been designated as a historic building.

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The Seller has resided on the Property for _____ (_____) years and purchased the Property on _____. Transfer of the Property was registered into the Seller's name on _____.

SELLER'S CERTIFICATION

The Seller, by attaching his signature hereto, certifies that the information provided in this report is, to the best of the Seller's knowledge and belief, true and correct as at the date when the Seller signs this report.

CERTIFICATION BY PERSON SUPPLYING INFORMATION

If a person other than the Seller of the Property provides the required information, that person must certify that he is duly authorised by the Seller to supply the information and that he has supplied the correct information on which the Seller relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

NOTICE REGARDING ADVICE OR INSPECTIONS

Both the Seller as well as potential Purchasers of the Property may wish to obtain professional advice and / or to undertake a professional inspection of the Property. Under such circumstances **adequate arrangements must be made** between the parties pertaining to the obtaining of any such professional advice and / or the conducting of required inspections and / or the disclosure of defects and / or the making of required warranties and / or payment of any costs associated therewith.

PURCHASER'S ACKNOWLEDGEMENT

The prospective Purchaser acknowledges that he has been informed that professional expertise and / or technical skill and knowledge may be required to detect defects in, and non-compliance aspects concerning, the Property. The Purchaser acknowledges receipt of a copy of this statement.

SELLER AND PURCHASER'S ACKNOWLEDGEMENT

The Seller and Purchaser acknowledge that it is ordinary course of business of the Agent to market and sell various immovable properties. The Agent's primary function is to introduce parties to each other and to properties, and to assist the parties with advice, which advice is primary intended to facilitate the smooth transfer of properties into the name of the Purchaser. The Agent is as such a supplier of an advisory service aimed at facilitating the conclusion and successful completion of a contract between a seller and a willing and able purchaser. The Agent is not the supplier of the Property and such does not and cannot take legal liability for the condition of the Property. The Agent thus accepts responsibility for the facilitation service provided by the Agent, and for providing honest and just advice at a fair, and just and reasonable price, but does not accept liability for the condition of the Property.

NOTES

Initial Here

SIGNED by the PURCHASER at _____ on this ____ day of _____ 20__.

AS WITNESSES:

1. PURCHASER
2. PURCHASER

SIGNED by the SELLER at _____ on this ____ day of _____ 20__.

AS WITNESSES:

1. SELLER
2.

Initial Here

QUESTIONNAIRE - (SELLER)

	MR	MRS / MISS
FULL NAMES		
SURNAME		
ID NUMBER		
INCOME TAX NUMBER		
CONTACT DETAILS		
WORK		
HOME		
FAX		
E-MAIL		
CELL		
POSTAL ADDRESS		

MARITAL STATUS (Mark with and "X")	
CUSTOMARY LAW	
MARRIED IN COMMUNITY OF PROPERTY	
MARRIED OUT OF COMMUNITY OF PROPERTY	
MARRIED ACCORDING TO MUSLIM OR HINDU RIGHTS	
UNMARRIED	
OTHER (SPECIFY)	

MAIDEN NAME: _____

COUNTRY OF MARRIAGE: _____

BANK WHERE PRESENT BOND IS HELD: _____

BOND ACCOUNT NUMBER: _____

NAME AND CONTACT DETAILS OF THE MANAGING AGENT / BODY CORPORATE OF THE SECTIONAL TITLE SCHEME / HOME OWNER'S ASSOCIATION:

DOCUMENTS TO BE ATTACHED:

1. Copies of Identity documents of all relevant parties;
2. *Copy of marriage certificate;
3. *Copy of Antenuptual contract (first page only);
4. *Copy of Divorce order;
5. *Copy of *Death certificate;
6. *Letters of executorship;
7. *Liquidation and distribution account;
8. *Copy of title deed;
9. Copy of municipal rates account;
10. Proof of Income Tax Number or VAT registration number.

* **IF APPLICABLE**

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QUESTIONNAIRE - (PURCHASER)

	MR	MRS /MISS
FULL NAMES		
SURNAME		
ID NUMBER		
INCOME TAX NUMBER		
WORK NUMBER		
HOME NUMBER		
FAX		
E-MAIL		
CELL		
POSTAL ADDRESS		
RESIDENTIAL ADDRESS		
PRECEDING TRANSFER: ATTORNEY / AGENT		
OCCUPATION / PROFESSION		
EMPLOYER		
BUSINESS ADDRESS		
PERIOD EMPLOYED		
SALARY		
BANKERS		
BANK ACCOUNT TYPE		
BANK ACCOUNT NUMBER		

MARITAL STATUS	
CUSTOMARY LAW	
MARRIED IN COMMUNITY OF PROPERTY	
MARRIED OUT OF COMMUNITY OF PROPERTY	
MARRIED ACCORDING TO MUSLIM OR HINDU RIGHTS	
UNMARRIED	
OTHER (SPECIFY)	

MAIDEN NAME: _____ / COUNTRY OF MARRIAGE: _____

DATE OF MARRIAGE: _____

DOCUMENTS TO BE ATTACHED (*IF APPLICABLE):

1. Copies of Identity documents of all relevant parties;
2. *Copy of marriage certificate;
3. *Copy of Antenuptual contract (first page only);
4. *Copy of Divorce order;
5. *Copy of *Death certificate;
6. *Letters of executorship;
7. *Liquidation and distribution account;
8. *Copy of title deed;
9. Copy of municipal rates account;
10. Proof of Income Tax Number or VAT registration number.

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PURCHASER'S PARTICULARS IF A LEGAL ENTITY

Name of corporate body		
Registration Number		
VAT Number		
DIRECTORS / MEMBERS / TRUSTEE DETAILS		
NAME	IDENTITY NUMBER	ADDRESS

IF A MORTGAGE BOND IS REQUIRED

Amount required	R
Institution(s) to which application will be made	

SELLING AGENT

Name	
Phone	
Fax	
Mobile	
E - Mail	

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