

OFFER TO PURCHASE

Entered into by and between

THE PURCHASER _____

ID No. _____

and

ID No. _____

and

THE SELLER (jointly or singularly) _____

ID No. _____

and

ID No. _____

and

VARTRUST REAL ESTATE (Pty) Ltd Reg. No. 2016/191230/07 (hereinafter referred to as "VARTRUST")

The SELLER hereby sells to the PURCHASER who hereby purchases the following immovable PROPERTY:

TITLE DEED DESCRIPTION : _____

Initial Purchaser	
Initial Seller	

STREET ADDRESS / KNOWN AS : _____

MEASURING : _____ square metres / hectares together with all improvements thereon (the "PROPERTY") on the following terms and conditions:

1. PURCHASE PRICE

The purchase price of the PROPERTY shall be : _____

Initial Purchaser	
Initial Seller	

(words) _____

And the purchase price shall be paid as follows :

1.1 a deposit of : _____

Initial Purchaser	
Initial Seller	

(words) _____

to be paid into the trust banking account of VARTRUST by the PURCHASER immediately on the SELLER's acceptance of this offer, and / or (delete whichever is not applicable)

Initial Purchaser: _____

Initial Seller: _____

1.2 a deposit of : _____

Initial Purchaser	
Initial Seller	

(words) _____

to be paid to the trust banking account of VARTRUST by the PURCHASER within _____ days of the SELLER's acceptance of this offer, which amount the PURCHASER hereby authorises VARTRUST to pay over to the SELLER's Attorneys against registration of transfer of the PROPERTY into the PURCHASER's name in terms hereof.

1.3 The deposit paid in terms of this clause will be invested by VARTRUST on call at a commercial bank on behalf of the PURCHASER, and the interest will be for the benefit of the PURCHASER. The PURCHASER's signature hereto shall constitute the PURCHASER's written consent to authorise VARTRUST to invest all amounts paid on account of the purchase price in an interest-bearing account with a bank of VARTRUST's choice.

1.4 The balance of the purchase price shall be paid in cash and secured, to the satisfaction of the SELLER's Attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the PROPERTY into the PURCHASER's name. The PURCHASER may elect to secure the balance of the purchase price by payment in cash to the SELLER's Attorneys, who shall hold same in trust, pending registration of transfer into the name of the PURCHASER. The aforesaid guarantee shall be presented and / or cash shall be payable by the PURCHASER to the SELLER's Attorneys within 30 (thirty) days from receipt of a written request to that effect from the SELLER's Attorneys.

1.5 All monies due by the PURCHASER in terms of this Agreement, and unpaid on due date, shall bear interest at the rate of 2% (two per centum) above the prime rate, per month, calculated from the due date of payment to the actual date of payment thereof (both days inclusive).

1.6 Any payment made by the PURCHASER in terms of this Agreement shall be allocated first to the payment of VARTRUST's commission when due, then interest, and thereafter to the payment of any other monies due in terms hereof.

1.7 This offer is subject to the granting of a mortgage finance loan of an amount of R_____

(words) _____

Initial Purchaser	
Initial Seller	

or such lesser amount that may be acceptable to the PURCHASER within 45 (forty-five) days of acceptance of offer at the standard rates and conditions prescribed by the financial institution.

1.8 It is recorded that :

1.8.1 The PURCHASER agrees and undertakes to obtain all the information and documents reasonably required for a mortgage finance application upon demand and use all reasonable powers to obtain the mortgage finance as soon as possible after conclusion of this Agreement.

1.8.2 It shall be deemed a breach of this Agreement by the PURCHASER if, having fulfilled the conditions of clause 1.7, there is a failure on the part of any person nominated by the PURCHASER to sign a deed/s of suretyship or to furnish relevant information.

1.9 In the event of there being unavoidable delays in obtaining the loan required herein and / or furnishing guarantees within the period specified herein, the SELLER and/or VARTRUST shall be entitled, but not obliged, to grant an extension of 20 (twenty) days for the loan and guarantee period herein.

Initial Purchaser: _____

Initial Seller: _____

2. ACCEPTANCE AND CONFIRMATION

- 2.1. By signing this offer at the end hereof, the PURCHASER offers to purchase the PROPERTY on the terms and conditions contained herein and the PURCHASER’s Offer shall remain open for acceptance by the
- 2.2. SELLER or by VARTRUST on behalf of the SELLER and cannot be withdrawn, until 18h00 on (date) _____. The PURCHASER and VARTRUST acknowledge and agree that this provision is inserted and intended for the benefit of the SELLER.

Initial Purchaser	
Initial Seller	

- 2.3. The PURCHASER's offer shall be deemed to have been accepted only when the SELLER has signed this offer in the space provided at the end hereof. The SELLER shall not be required to notify the PURCHASER of the acceptance of his offer prior to expiry of the period referred to in 2.1 above.
- 2.4. The SELLER shall notify the PURCHASER in writing of either acceptance or rejection of the PURCHASER's offer immediately upon receipt of written request therefor from the PURCHASER, which request shall not be made before the last day of the period referred to in 2.1 above.
- 2.5. In the event of this Agreement requiring the consent of any statutory authority or any court of law, then this Agreement is subject to the granting of such consent.

3 BROKERAGE FEE

- 3.1 The SELLER and PURCHASER acknowledge that this Agreement was brokered by VARTRUST.
- 3.2 The SELLER shall be liable for, and pay, a brokerage fee calculated at 7.5% (seven and a half percent) of the purchase price plus Value Added Tax (hereinafter referred to as "VAT") to VARTRUST, which brokerage fee shall be deemed to have been earned and is payable upon acceptance of the PURCHASER’s offer by the SELLER.
- 3.3 The SELLER’s Attorneys shall pay the brokerage or the balance thereof, whichever may be applicable, to VARTRUST as a first draw from the proceeds of this transaction, against registration of transfer of the PROPERTY into the name of the PURCHASER. In the event that the deposit referred to in 1.1 and / or 1.2 above is insufficient to cover payment of the brokerage fee and VAT, the SELLER hereby irrevocably instructs his Attorneys or Auditor to furnish VARTRUST with a written undertaking for this purpose.
- 3.4 Should this Agreement be cancelled as a result of the PURCHASER failing to comply with his obligations herein, or by consent between the SELLER and the PURCHASER, then the PURCHASER hereby assumes the SELLER’s obligations to pay the brokerage fee specified in 3.2 hereof and shall pay the amount on demand, to VARTRUST. To the extent necessary, the SELLER hereby cedes his right to claim same from the PURCHASER, to VARTRUST. Such amount may be deducted from any monies held in trust on behalf of the PURCHASER and any balance shall be paid to the SELLER as liquidated damages.
- 3.5 Should the SELLER commit any breach of the terms and conditions of this Agreement and if this Agreement does not proceed to registration of transfer, then the SELLER shall be liable to VARTRUST for the brokerage fee as set out in 3.2. The brokerage fee shall be payable upon demand made to the SELLER by VARTRUST. The provisions of 3.2 and 3.3 are applicable to the SELLER *mutatis mutandis*.
- 3.6 The provisions of this clause 3 are inserted and intended for the benefit of VARTRUST.

Initial Purchaser: _____

Initial Seller: _____

4 OCCUPATION AND OCCUPATIONAL INTEREST

4.1 The Parties agree that occupation of the PROPERTY shall be given to, and taken by, the PURCHASER on (date) _____

Initial Purchaser	
Initial Seller	

4.2 If occupation of the PROPERTY is given to the PURCHASER earlier or later than the date of registration of transfer, the party enjoying occupation of the PROPERTY while it is registered in the name of the other party, must for the period of such occupation pay to the other party

R _____ (words) _____

_____ per month in advance.

Initial Purchaser	
Initial Seller	

4.3 Should transfer be registered during a month, the one party must refund to the other party a share of the payment made. Such share shall be for the period between the date of registration of transfer and the end of the month.

4.4 The PURCHASER shall be responsible for and pay all costs of electricity and water consumed in the PROPERTY as from date of occupation.

4.5 The PURCHASER shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the PROPERTY or his rights of occupation thereof, except with the written consent of the SELLER, which consent shall not be unreasonably withheld;

5 RATES AND TAXES

5.1 The SELLER shall obtain the necessary clearance certificate from the relevant Local Authority in terms of Section 118(3) of the Municipal Systems Act 32 of 2000 (as amended).

5.2 The SELLER hereby warrants and acknowledges that once the necessary Clearance Certificate figures have been obtained from the relevant Local Authority, full payment of the outstanding debt shall be made and shall not limit such payment in terms of Section 118(1) of The Municipal Systems Act (as amended) to an amount equal to the outstanding figures for a period of 2 (two) years preceding the application for rates clearances.

5.3 The SELLER hereby indemnifies the PURCHASER against any claims which may be instituted by the Local Authority in respect of any debts which arose prior to the date of transfer of the PROPERTY into the name of the PURCHASER.

6 TRANSFER AND COSTS OF TRANSFER

6.1 Transfer shall not be passed to the PURCHASER, notwithstanding anything to the contrary herein contained, until such time as the total purchase price and all other amounts, for which the PURCHASER may be liable in terms hereof, have been paid and / or payment thereof has been secured as herein provided.

6.2 Transfer of the PROPERTY shall be passed by the SELLER's Attorneys as soon as possible after date of acceptance, provided that the PURCHASER has complied with the provisions of the aforementioned sub-clause.

6.3 The PURCHASER hereby specifically authorises the SELLER's Attorneys to use the information provided by the PURCHASER herein, in order to prepare and complete the transfer duty form required by the South African Revenue Services (hereinafter referred to as "SARS") for the clearance of the PROPERTY

Initial Purchaser: _____

Initial Seller: _____

for transfer. Furthermore, the PURCHASER specifically authorises the SELLER's Attorneys to sign and submit such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.

- 6.4 Transfer of the PROPERTY shall be effected by the SELLER's Attorneys and all expenses of and incidental to the registration of transfer; conveyancing fees and disbursements, together with VAT thereon (if applicable), in respect of such transfer, shall be borne by the PURCHASER; including all expenses and legal costs incidental to registration of any mortgage bond to finance the purchase price herein, including any raising fee levied by the financial institution which grants the mortgage finance.
- 6.5 In the event of the PURCHASER failing to comply within 7 (seven) days of being requested by the SELLER's Attorneys to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or where applicable to ensure that the mortgage bond documentation or ancillary documentation is satisfactorily completed, or in the event of the registration of transfer being delayed as a consequence of a default on part of the PURCHASER (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8th (eighth) day after such request, the PURCHASER shall pay to the SELLER penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8th (eighth) day until the date of transfer, (both days inclusive).
- 6.6 The PURCHASER shall comply with all FICA requirements as set out in Annexure "1" within 7 (seven) days from date of acceptance of this Agreement by the SELLER. The PURCHASER shall supply the SELLER's Attorneys with all information and documentation required by VARTRUST and the SELLER's Attorneys in order to fulfil their obligations in terms of the following :
- 6.6.1 VARTRUST and the SELLER's Attorneys are designated as an "accountable institution" in terms of the Financial Intelligence Centre Act No. 38 of 2001 ("FICA");
- 6.6.2 The Prevention of Organised Crime Act 21 of 1998 ("POCA").
- 6.6.3 VARTRUST/the SELLER's Attorneys shall not invest and administer any deposits or any other monies paid by the PURCHASER in terms of this Agreement, unless the PURCHASER has provided VARTRUST / the SELLER's Attorneys with the required FICA documentation, nor shall VARTRUST / the SELLER's Attorneys be held liable for any loss of interest as a result of the PURCHASER's failure to provide such documentation.

7 POSSESSION AND RISK

- 7.1 Possession of the PROPERTY shall only be given by the SELLER and taken by the PURCHASER on registration of transfer, provided that 1.1, 1.2 and 1.4 above have been complied with, from which date all risks and benefits of ownership in respect of the PROPERTY shall pass to the PURCHASER.
- 7.2 The PURCHASER, at his own expense, shall insure the PROPERTY and improvements thereon for full replacement value thereof from date of possession, against risk of loss or damage by any cause with an insurer acceptable to the SELLER. The SELLER's interest in the PROPERTY shall be endorsed against such policy for such period.

8 EXISTING TENANCIES

- 8.1 The PROPERTY is sold subject to all existing tenancies.
- 8.2 The PURCHASER shall be bound by the terms and conditions of all existing leases, of which he acknowledges he is fully apprised.
- 8.3 The SELLER shall hand over copies of all leases in his possession and agrees to not make any change to these leases upon acceptance of this offer prior to registration of transfer.

Initial Purchaser: _____

Initial Seller: _____

8.4 The SELLER will provide a schedule of all deposits held and hereby authorises the SELLER's Attorney to pay the value of deposits and all accrued interest as at registration, from the proceeds of the sale, to the PURCHASER.

9 REPAIRS AND IMPROVEMENTS

9.1 Prior to registration of transfer, the PURCHASER shall not be entitled to effect any alterations to the PROPERTY without the prior written consent of the SELLER.

9.2 The SELLER shall not be obliged to compensate the PURCHASER for any alteration effected, whether authorised by the SELLER or not, in the event of the sale being cancelled.

9.3 The PURCHASER shall be liable for any damages suffered by the SELLER as a result of any alterations effected by the PURCHASER.

10 EXTENT AND REPRESENTATIONS

10.1 The PROPERTY is sold subject to the terms and conditions and servitudes mentioned or referred to in the current and / or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The SELLER shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the SELLER nor VARTRUST shall be responsible for pointing out to the PURCHASER any surveyor's pegs or beacons in respect of the PROPERTY unless requested do so by the PURCHASER or unless the SELLER and / or VARTRUST had knowledge of any material deficiencies in the extent.

10.2 The SELLER warrants that all fixtures and fittings of a permanent nature in or on or attached to the PROPERTY, are in good working order and condition, fully paid for and solely owned by the SELLER as at date of sale.

10.3 The PURCHASER acknowledges that he has not been given any warranties in respect of the PROPERTY or anything relating thereto, nor has he been induced into this Agreement by any express or implied information, statement, advertisement or representation made by VARTRUST or any other person, or by or on behalf of the SELLER which is not contained in this Agreement.

10.4 The PURCHASER acknowledges that he has fully acquainted himself with the PROPERTY, alternatively that he has elected to purchase the PROPERTY without having fully acquainted himself with it.

10.5 The PURCHASER acknowledges that he has received and read the Mandatory Disclosure document attached as APPENDIX A.

10.6 The SELLER and the PURCHASER acknowledge that it is in the ordinary course of business of VARTRUST to market various immovable properties on behalf of, and utilising information supplied by sellers. VARTRUST is not the supplier of the PROPERTY and as such, does not and cannot take any legal liability for the condition of the PROPERTY.

10.7 The PROPERTY is sold "as is" (voetstoots) without any undertakings of whatsoever nature being given by the SELLER regarding the condition of the PROPERTY. The SELLER is therefore not liable for any defects in the PROPERTY nor for any damages suffered by the PURCHASER by reason of such defects.

11 BREACH

11.1 If either party commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the aggrieved party shall be entitled to give the defaulting party 7 (seven) days' notice in writing to remedy such breach or failure, unless such breach or failure occurs after the transfer documents

Initial Purchaser: _____

Initial Seller: _____

have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the aggrieved party, be reduced to 48 (forty eight) hours.

- 11.2 If the defaulting party fails to comply with such notice then the aggrieved party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the aggrieved party may have in law, including the right to claim damages, to cancel this Agreement.
- 11.3 Upon cancellation, if the defaulting party is the PURCHASER, the SELLER shall retain the right to recover any costs incurred by the SELLER to present the PROPERTY for sale and any further costs to be incurred by the SELLER to re-sell the PROPERTY, as well as any difference between the purchase price and the price achieved at any subsequent sale of the PROPERTY by the SELLER.
- 11.4 If the defaulting party is the PURCHASER, all amounts held by VARTRUST and /or the SELLER's Attorneys shall continue to be retained by them in trust until the actual amount of damages has been determined by a Court and thereupon the SELLER shall be entitled to set-off such damages against the amounts so retained.
- 11.5 Upon cancellation, if the defaulting party is the SELLER, the PURCHASER shall be entitled to a full refund of all monies paid in terms hereof to the SELLER and to VARTRUST, and to claim any other damages from the SELLER that he may have suffered as a result of the SELLER's default;
- 11.6 Alternatively, instead of claiming cancellation of the Agreement, the aggrieved party may claim immediate performance and / or payment of all the defaulting party's obligations in terms hereof.
- 11.7 If this Agreement is cancelled for whatever reason, the PURCHASER hereby undertakes forthwith to vacate the PROPERTY and to procure that the PROPERTY shall be vacated by any persons who occupy the PROPERTY through the PURCHASER's title or by his permission. The PROPERTY shall be returned to the SELLER in the same good condition as at the date of occupation.
- 11.8 Occupancy of the PROPERTY by the PURCHASER or persons on the authority of the PURCHASER shall not create a tenancy either in terms of any statutory provision or at common law.
- 11.9 Notwithstanding anything else to the contrary contained herein, should the PURCHASER pay any amount as required under this Agreement, the parties record and agree that VARTRUST shall be entitled first to deduct from any such monies paid under this Agreement, the value of its commission and any direct costs incurred and recover any shortfall thereon from the PURCHASER.
- 11.10 It is recorded further that the deduction by VARTRUST of commission due under the sale, does not absolve the PURCHASER from any and all other obligations arising from this Agreement.

12 LEGAL COSTS

The defaulting party shall be liable for all legal costs incurred by the aggrieved party, VARTRUST or the SELLER'S Attorneys in enforcing the terms of this Agreement, on an Attorney and own client scale, including collection commission.

13 ADDRESS / DOMICILIUM

- 13.1 The PURCHASER and the SELLER hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of this Agreement, including all notices and court process to be delivered in terms hereof, the address recorded below his signature hereunder. Any notice sent by pre-paid registered post shall be deemed to have been received on the fifth day after posting; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice sent by fax or electronically transmitted by email, shall be deemed to have been received on the first business day after date of despatch thereof.
- 13.2 Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a party to this Agreement shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address

Initial Purchaser: _____

Initial Seller: _____

/ *domicilium citandi et executandi* or transmitted to such party's fax number and / or email address as stipulated herein.

13.3 The term of "written" shall include communications by email or fax.

14 JOINT AND SEVERAL LIABILITY

14.1 If this Agreement is concluded with more than one PURCHASER, the liability of all such PURCHASERS to the SELLER and to VARTRUST shall be joint and several *in solidum*.

14.2 The parties warrant that all written consents required by the Matrimonial Property Act 88/1984 in respect of this Agreement or any matters arising therefrom or in terms hereof have or will be given.

15 COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS

15.1 Should the PURCHASER be a company, close corporation, association or trust, the person signing this Agreement on behalf of such PURCHASER, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the PURCHASER for the due and proper discharge of all its obligations arising from this Agreement.

15.2 If any individual purports to be representing another person including a company, close corporation, association or trust, and signs this Deed of Sale on that basis, that individual shall by signing this Agreement on behalf of such other person be held personally liable for the due and proper discharge of all the PURCHASER's obligations in terms of this Deed of Sale and that individual shall be deemed to be the PURCHASER where such other person does not exist at the time of signing this Agreement by that individual.

16 ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE

16.1 The SELLER hereby undertakes to furnish the SELLER's Attorneys, within two weeks of the PURCHASER'S final bond grant being confirmed or within two weeks of request by the SELLER's Attorneys, whichever is the earlier; with a Certificate of Compliance in respect of the PROPERTY, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the regulations. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required for the certificate to be issued, shall be borne by the SELLER.

16.2 Upon the SELLER furnishing the SELLER's Attorneys with such certificate, the PURCHASER shall have no claim whatsoever against the SELLER in respect of electrical installations and no further liability in this regard shall rest upon the SELLER.

16.3 The SELLER warrants that, as at date of occupation or transfer, whichever is the earlier; there will have been no addition or alteration to the electrical installations existing on the PROPERTY subsequent to the issue of such certificate. If there has been any addition and / or alteration, the SELLER shall be obliged to obtain a Certificate of Compliance for at least the addition or alteration.

16.4 An Electrical Certificate of Compliance issued not more 2 (two) years prior to the date of this Agreement of Sale shall be valid and effective for the purposes of this clause 18.

17 ELECTRIC FENCE CERTIFICATE OF COMPLIANCE

17.1 The SELLER hereby undertakes to furnish the PURCHASER, prior to occupation or transfer by the PURCHASER whichever is the earlier, a Certificate of Compliance in respect of the Electric Fence System, in terms of Regulation 12 of the Electrical Machinery Regulations, of the Occupational Health and Safety Act, (Act no 85 of 1993), issued by an electrical contractor who is registered in terms of the regulations. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required for the certificate to be issued, shall be borne by the SELLER.

17.2 An Electric Fence Certificate of Compliance issued at installation will be effective for the purposes of this clause.

Initial Purchaser: _____

Initial Seller: _____

17.3 The SELLER warrants that, as at date of occupation or transfer, whichever is the earlier; there will have been no addition or alteration to the electrical installations existing on the PROPERTY subsequent to the issue of such certificate. If there has been any addition and/or alteration, the SELLER shall be obliged to obtain a new Certificate of Compliance.

18 GAS CERTIFICATE OF COMPLIANCE

18.1 If a permanent gas reticulation or appliances are present, the SELLER hereby undertakes to furnish the PURCHASER, prior to occupation or transfer by the PURCHASER whichever is the earlier, a Certificate of Compliance in terms of the Occupational Safety and Hazards Act 85 of 1993 issued by an authorised 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.

18.2 The SELLER guarantees that the whole installation, as well as all liquid petroleum gas appliances, are in working order. If there are any repairs or reparations, the SELLER shall repair at his cost before registration.

19 MAGISTRATES' COURT OF JURISDICTION

The parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 45 read with Section 28 of the Magistrates' Court Act of 1944 as amended. Notwithstanding the aforementioned, this shall not preclude either party from approaching the High Court of South Africa for any relief sought. This Agreement shall further be governed in terms of the law of the Republic of South Africa.

20 SALE OF PURCHASERS' PROPERTY

20.1 This offer is subject to the sale of the PURCHASER's own property, being _____ situated at _____ within _____ days.

Initial Purchaser	
Initial Seller	

20.2 It is agreed that should the SELLER receive another legitimate new offer through VARTRUST that is not subject to the sale of a property or that is higher than this offer, the SELLER will have the right to accept the new offer, subject to first advising the PURCHASER thereof and giving the PURCHASER 24 (twenty-four) hours within which to match or better the new offer.

21 INVASIVE SPECIES

The SELLER hereby records that to his best knowledge and belief there are no Listed Invasive Species mentioned in terms of the Regulations to the National Environmental Management: Biodiversity Act 10 of 2004 upon the Property. It is however recorded that as the SELLER is not sufficiently qualified to identify such Species, that the PURCHASER accepts the risk inherent in purchasing the PROPERTY with any Listed Invasive Species which might be thereon.

22. GENERAL CLAUSES

22.1 This Agreement shall constitute the entire contract between the SELLER and the PURCHASER. The SELLER shall not be bound by any other preceding agreement, negotiations, terms or conditions, promises or statements, warranties or representations, expressed or implied made by the SELLER or

Initial Purchaser: _____ Initial Seller: _____

any of its agents or any of its employees, or any other person purporting to act for or on behalf of the SELLER.

22.2 No variation, amendment or consensual cancellation, no extension of time of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto by hand. For the avoidance of doubt, the parties expressly agree that no variation, amendment or consensual cancellation shall arise pursuant to an exchange of "data" by means of an "electronic signature", or an "advanced electronic signature" (as envisaged in the Electronic Communications and Transactions Act 25 of 2002, as amended "ECTA"), or otherwise by means of electronic and / or written signed correspondence.

22.3 Further the parties agree, to the extent allowed in law, that section 13 of ECTA 25 of 2002 shall not apply to this Agreement. For the purposes of this Agreement, the parties agree that the fact that their name or the name of the entity that they represent appears at or near the end of any email, electronic correspondence or other written correspondence shall not in any way be deemed or considered to be their signature or electronic signature.

22.4 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and *vice versa*.

22.5 The parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.

22.6 The SELLER and the PURCHASER warrant that they are duly authorised to sign this Agreement.

23 ADDITIONAL CLAUSES SPECIFIC TO THIS AGREEMENT (delete if not required)

23.1	_____	Initial Purchaser	
	_____	Initial Seller	
23.2	_____		

23.3	_____		

23.4	_____		

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

VARTRUST has advised me that the following transfer duties, attorney fees and bond costs are payable on the property as stated in the "Deed of Sale". The amounts are approximate and will be confirmed by the transferring and bond attorneys.

The estimated transfer and bond amounts total approximately R_____

Initial Purchaser: _____ Initial Seller: _____

SIGNED BY THE PURCHASER AT:

_____ on the _____ day of _____ 20____

FULL SIGNATURE OF PURCHASER (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidium*)

WITNESS : _____

Name: _____

I.D. no. _____ Mobile phone : _____

ACCEPTANCE AND CONFIRMATION

SIGNED AT _____ on the _____ day of _____ 20____

FULL SIGNATURE OF SELLER (and where applicable, the SELLER is duly authorised)

WITNESS : _____

Name: _____

I.D. no. _____ Mobile phone : _____

SIGNED BY : _____

VARTRUST REAL ESTATE (PTY) LTD duly authorised

(VARTRUST hereby accepts all the rights conferred upon it in terms of this Agreement)

VARTRUST REAL ESTATE (Pty) Ltd hereby warrants the validity of its Fidelity Fund Certificate as at date of signature of this agreement.

Initial Purchaser: _____

Initial Seller: _____

(ANNEXURE B)

SELLER DETAILS :

COMPANY / CLOSE CORPORATION / TRUST / OTHER

ENTITY REGISTRATION NO.:

ENTITY ADDRESS:

(Fax) _____

(Email) _____

(Cell) _____

MR / MRS / MS / RESPONSIBLE DIRECTOR / MEMBER / TRUSTEE (Delete all non-applicable)

IDENTITY NO.:

ADDRESS:

TELEPHONE DETAILS: (home) _____
(Work) _____
(Fax) _____
(Email) _____
(Cell) _____

MARITAL STATUS _____ (In / Out of Community of Property)

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

SPOUSE'S TELEPHONE DETAILS:

(Email) _____

(Cell) _____

CONVEYANCING ATTORNEY: _____

TELEPHONE DETAILS: (Work) _____

(Email) _____

Initial Purchaser: _____ Initial Seller: _____

(ANNEXURE C)

PURCHASER DETAILS :

COMPANY / CLOSE CORPORATION / TRUST / OTHER

ENTITY REGISTRATION NO.:

ENTITY ADDRESS:

(Fax) _____

(Email) _____

(Cell) _____

MR / MRS / MS / RESPONSIBLE DIRECTOR / MEMBER / TRUSTEE (Delete all non-applicable)

IDENTITY NO.:

ADDRESS:

TELEPHONE DETAILS: (home) _____

(Work) _____

(Fax) _____

(Email) _____

(Cell) _____

MARITAL STATUS _____ (In / Out of Community of Property)

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

SPOUSE'S TELEPHONE DETAILS:

(Email) _____

(Cell) _____

BOND ORIGINATOR: _____

TELEPHONE DETAILS: (Work) _____

(Email) _____

Initial Purchaser: _____

Initial Seller: _____

ANNEXURE D

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.)
-
-

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.

Initial Purchaser: _____

Initial Seller: _____

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF

.....

HELD ATON

RESOLVED THAT:

- 1. The Close Corporation BUYS / SELLS (delete whichever is not applicable) the following PROPERTY :

.....

from

for R (words)

.....

- 2. That in his capacity as Member be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy.

.....
MEMBER

Name: _____

I.D. no. _____

Mobile phone : _____

.....
MEMBER

Name: _____

I.D. no. _____

Mobile phone : _____

Initial Purchaser: _____

Initial Seller: _____

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF

.....
HELD ATON

RESOLVED THAT:

1. The Company BUYS / SELLS (delete whichever is not applicable) the following PROPERTY :
.....
from
for R (words)
.....
2. That in his capacity as Director be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy.

.....
DIRECTOR

Name: _____

I.D. no. _____

Mobile phone : _____

.....
DIRECTOR

Name: _____

I.D. no. _____

Mobile phone : _____

Initial Purchaser: _____

Initial Seller: _____

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES OF

.....
HELD ATON

RESOLVED THAT:

1. The Trust BUYS / SELLS (delete whichever is not applicable) the following PROPERTY :
.....
from
for R (words)
.....
2. That in his capacity as Trustee be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy.

.....
TRUSTEE

Name: _____
I.D. no. _____
Mobile phone : _____

.....
TRUSTEE

Name: _____
I.D. no. _____
Mobile phone : _____

(ALL TRUSTEES MUST SIGN)

Initial Purchaser: _____ Initial Seller: _____