



VAN NIEKERK PROPERTIES

Trading as J.S. Van Niekerk & Partners.
Reg. CC No: 2001/051388/23 • VAT Reg. No: 485 023 6540

RESIDENTIAL, AGRICULTURAL AND GAME FARM REALTORS

OFFER TO PURCHASE

**Which constitutes a
DEED OF SALE
When accepted**

I/we the undersigned (full names, ID numbers, marital status and if married in community of property, the names and ID number of spouse. Also full address with telephone and fax number)

Tel / Fax and /or cellphone: _____
(hereinafter called “The Purchaser”)

Hereby offer to purchase from (full names, ID number, marital status, address and tel numbers)

Tel / Fax and /or cellphone: _____
(hereinafter called the “Seller”)

The following property namely:

Erf: _____ Municipality of Nxuba, Division of _____, Province of Eastern Cape
Address: _____

(Hereinafter called the “Property”)

On the following conditions:

1. **ACCEPTANCE:**

This offer shall become a final and binding sale upon acceptance hereof by the Seller on or before the _____ of _____ 2009

2. **PURCHASE PRICE:** (* delete if not applicable)

The Purchase price is the sum of _____ (_____ thousand rand) payable by the Purchaser to the Seller as follows:

- **A deposit** of _____ to be paid within _____ days of acceptance of this agreement by the Seller and held by _____ in an interest bearing account until the date of transfer. The interest is to accrue to the benefit of the Purchaser. A bank guarantee for the full / outstanding amount shall be furnished by the purchaser within 21 days of acceptance of this offer provided that in the event of this agreement being subject to any suspensive conditions set out in clause 18 hereof, these conditions are fulfilled. This balance is due on date of transfer.

3. **COSTS OF TRANSFER:**

The Purchaser shall pay all transfer costs incurred in respect of the registration of the transfer of the property, including Transfer Duty and Stamp Duty if any, which amounts shall be paid immediately upon request of the Seller's Conveyancing Attorneys _____.

4. **TRANSFER:**

Transfer of the property shall be passed by the Seller's Conveyancer and shall be given and taken upon the Purchaser having complied with his obligations in terms of clause 2 and 3 hereof and subject to the provisions of clause 18 hereof. Transfer shall only be passed once the Seller has settled all outstanding amounts due in respect of rates and taxes on the property.

5. **POSSESSION:**

Possession of the property shall be given to the Purchaser on the date of transfer of the property into the Purchaser's name from which date it shall be the sole risk, loss or profit of the Purchaser.

6. **RATES AND TAXES:**

The Seller shall be liable for all outstanding amounts due to the local Municipality in respect of rates and taxes of the property for the current year. The Purchaser shall be liable for the payment of all Rates and Taxes, and other charges in respect of the property, beyond the date of possession as set out in clause 5 hereof and shall refund the Seller any such monies which may have been paid in advance beyond such date.

7. **VOETSTOOTS:**

The property is sold “voetstoots” and subject to all the conditions of title and all other conditions and burdens of servitudes which may exist in regard thereto. The Seller shall not be responsible for any defects in the property, whether latent or patent. The seller shall not profit by any excess in the extent of the property or be responsible for any deficiency in the extent thereof and shall not be liable for any encroachment onto any adjoining property. The Seller shall not be required to indicate to the Purchaser the position of the beacons or boundaries of the property nor be liable for the cost of locating the same.

8. **WARRANTIES:**

The property is sold voetstoots and as it stands. The Seller gives no warranty in regard to the building or to any improvements upon the property or the rights attached thereto. The Seller shall not be liable for any defects in the property, either latent or patent. There is no warranty given with regards to any electrical equipment on the property.

The Seller further warrants he/they is/are the registered owner/s of the property and is entitled to sell same and will give free and vacant possession of the property to the Purchaser, pursuant to this agreement. The Seller further warrants that the property is not subject to any claims by third parties under and in terms of the Restriction of Land Rights Act, 1994 or similar legislation.

9. **OCCUPATION:**

The date of occupation is negotiated to be on date of transfer into the Purchaser’s name. If the date of occupation and possession does not coincide with the date of transfer, the person enjoying occupation 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 _____ per month or pro rata share thereof. Such payments to be paid monthly in arrears.

10. **BREACH:**

The Seller is to give the Purchaser 10 days written notice requiring the purchase agreement to fulfill any terms and conditions under the purchase agreement as are then due, failing which the Seller shall have the right to :

- Cancel the sale by registered letter addressed to the Purchaser in which event the Purchaser shall, at the option of the Seller, and without any prejudice to any other rights the Seller may have, either forfeit all monies paid to the Seller or his agent in terms hereof, or alternatively, be liable to the Seller in damages. In this latter event the Seller shall be entitled to withhold any monies repayable to the Purchaser until the damages have been determined and then to apply setoff against such damages, or...
- To claim immediate payment of the whole purchase price and the fulfillment of all terms and conditions hereof.

The Purchaser, in event of the Seller failing to fulfill on due date any of the terms and conditions of this Deed of Sale, shall have the right to:

- Cancel the sale by registered letter addressed to the Seller and to recover from the Seller such damages as he may have suffered, or...
- To claim the immediate fulfillment of all the terms and conditions hereof.

11. AGENT'S COMMISSION:

The agents for the purposes of this agreement are Van Niekerk Properties and the commission negotiated at approx 6% + VAT of the purchase price is payable by the Seller upon registration of the property into the Purchaser's name from the proceeds of the sale. This amount is settled at _____

12. VARIATION:

This Deed of Sale constitutes the entire Agreement between the parties and no modification, variation or alteration thereto shall be valid unless in writing and signed by both parties.

13. WAIVER:

Notwithstanding any express or implied provisions of the Deed of Sale to the contrary, any latitude or extension of time which may have been allowed by either party in respect of any matter or thing that either party is bound to perform or observe in terms hereof, shall not, under any circumstances, be deemed to be a waiver of that parties rights at any time, and without notice, to require strict and punctual compliance with each and every provision of term hereof.

14. DOMICILLIA CITANDI ET EXECUTANDI:

It is agreed by the parties that they each select their respective addresses hereinbefore set out as their respective domicillia citandi et executandi which shall be the address to which all notices or other documents in relation to these presents may be sent and at which all processes may be served

15. INTERPRETATION:

In this agreement, words importing the singular shall include the plural and visa versa, words importing the masculine gender shall include the feminine gender. Words importing persons shall include bodies corporate.

16. CERTIFICATE OF COMPLIANCE I.R.O. ELECTRICAL INSTALLATION:

The Seller shall, prior to the date of registration, furnish at his own costs, in respect of property hereby sold, a valid certificate of compliance as provided for the Electrical Installation Regulations promulgated in terms of the Machinery and Occupational Safety Act, Act No. 6 of 1983, as amended.

17. PURCHASER'S RIGHT TO TERMINATE DEED OF SALE:

If the purchase price does not exceed R250 000 and provided the property hereby sold is not agricultural land, the Purchaser may in terms of paragraph 29A(1) of the Alienation of Land Act 1981, as amended within five (5) working days after the signature by him of the Deed of Sale, terminate this Deed of Sale by written notice delivered to the Seller or his Agent within that period.

18. **SPECIAL CONDITIONS:** (delete where not applicable)

- a) this offer is subject to the suspensive condition that the Purchaser successfully sells their property of address

The Purchaser agrees to place the said property on the market no later than 10 days after acceptance of this offer.

- b) Seller allows the Purchaser until _____ to dispose of their property, failing which this Deed of Sale shall be null and void.
- c) This offer is subject to the Purchaser obtaining a bank guaranteed loan for the outstanding balance within 21 days of signature hereof. This guarantee is to be presented to the Seller's Attorneys _____
- d) Until date of transfer the Seller shall maintain full insurance cover over the property.

SIGNED BY THE PURCHASER AT _____

ON THE _____ DAY OF _____ 2009

(PURCHASER)

(WITNESS)

(WITNESS)

ACCEPTED BY THE SELLER: AT _____

ON THE _____ DAY OF _____ 2009

(SELLER)

(SELLER)

(WITNESS)

(WITNESS)