



La Camargue Road,
Rietfontein
Hartbeespoort, 0260

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EXAMPLE OF AN OFFER TO PURCHASE – SERENE

This document constitutes a memorandum of a sales agreement entered by and between the following parties and will become a binding agreement (deed of sale) once signed by both parties:

THE PARTIES

ENTERED INTO AND BETWEEN THE SELLER:

(TO BE COMPLETED BY INDIVIDUAL SELLER AND REPRESENTATIVE OF LEGAL ENTITY: *(delete which is not applicable)*
(NEXT TO BE COMPLETED BY COMPANY / CLOSE CORPORATION / TRUST: *(delete if not applicable)*)

NAME OF LEGAL ENTITY	DUNFORD PROPERTIES PROPRIETARY LIMITED
REGISTRATION NUMBER	2015/441717/07

(hereinafter referred to as "the Seller")

AND THE PURCHASER:

(TO BE COMPLETED BY INDIVIDUAL PURCHASER AND REPRESENTATIVE OF LEGAL ENTITY: *(delete which is not applicable)*)

NAME/S AND SURNAME	
--------------------	--

NEXT TO BE COMPLETED BY SECOND PURCHASER OR SPOUSE IF MARRIED IN COMMUNITY OR BY FOREIGN LAW: *(delete if not applicable)*

NAME/S AND SURNAME	
--------------------	--

(NEXT TO BE COMPLETED BY COMPANY / CLOSE CORPORATION / TRUST: *(delete if not applicable)*)

NAME OF LEGAL ENTITY	
REGISTRATION NUMBER	

(hereinafter referred to as "the Purchaser")

Hereby offer to purchase through _____

(hereinafter referred to as 'the Property Practitioner/Agency')



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THE PROPERTY

THE FOLLOWING PROPERTY NAMELY:

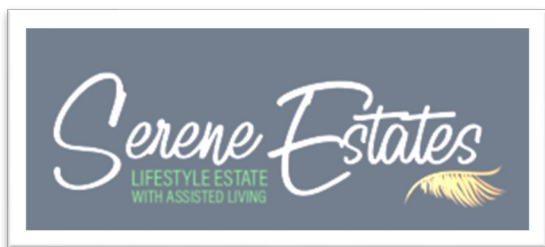
A Unit consisting of

- (a) Section No. ____ as shown and more fully described on Sectional Plan No SS TO BE REGISTERED in the scheme known as SERENE in respect of the land and building or buildings situated at ERF 3 SONDELA TOWNSHIP, LOCAL AUTHORITY: MADIBENG LOCAL MUNICIPALITY, of which section the floor area, according to the said sectional plan is approximately ____ (_____) square metres in extent and
- (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

1. TRANSACTION DETAILS/DEFINITIONS:

In the interpretation of this agreement and unless the subject or context otherwise requires the following words and expressions shall have the following meanings assigned to them below:

- 1.1 "The purchase price"
(insert "x" for applicable VAT option)
VAT Numbers
(delete if not applicable)
- | R | | | RAND |
|--------------------------|------------------|--------------------------|------------------|
| <input type="checkbox"/> | Exclusive of VAT | <input type="checkbox"/> | Inclusive of VAT |
| | Sellers VAT # | | |
| | Purchasers VAT # | | |
- 1.2 "The Deposit" R _____ RAND _____
- 1.3 "The deposit due date:" _____
- 1.4 "Full purchase price and/or
Balance purchase price" R _____ RAND _____
- 1.5 "Date of payment of full
Purchase price and/or
Balance purchase price" _____
- 1.6 "The mortgage bond amount" R _____ RAND _____
- 1.7 "The mortgage bond approval
Date" _____ 20 _____
- In the event of the mortgage bond not being approved timeously the parties agree to an automatic extension of a further 21 (twenty-one) calendar days for bond approval



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1.8	<div style="border: 1px solid black; padding: 2px;">“The Guarantee Date”</div>			Days after fulfilment of the suspensive conditions in paragraph 9 (if purchase price is financed with a mortgage loan), AND / OR (Should the full purchase price be secured by mean dos a guarantee acceptable to the Seller), days after date of signature of sale Agreement)
1.9	<div style="border: 1px solid black; padding: 2px;">“The Conveyancer”</div>	NAME OF FIRM	<div style="border: 1px solid black; width: 100px; height: 15px;"></div>	
		CONTACT NUMBER	<div style="border: 1px solid black; width: 100px; height: 15px;"></div>	
1.10	<div style="border: 1px solid black; padding: 2px;">“The Occupation Date”</div>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>		
1.11	<div style="border: 1px solid black; padding: 2px;">“The Occupational Rental” (per month)</div>	R	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>	RAND
1.12	<div style="border: 1px solid black; padding: 2px;">“Type of Occupation given”</div>	<div style="border: 1px solid black; width: 20px; height: 20px;"></div>	Vacant Occupation OR	<div style="border: 1px solid black; width: 20px; height: 20px;"></div> Subject to existing tenancy
1.13	<div style="border: 1px solid black; padding: 2px;">“The existing Tenancy”</div>	PARTIES	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>	
		EXPIRY DATE	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 20	
		MONTHLY RENTAL	R	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>
1.14	<div style="border: 1px solid black; padding: 2px;">“The subject to sale of existing property in terms of clause 9 hereof”</div>	The Purchaser’s property situated at (Str address) <div style="border: 1px solid black; width: 100%; height: 15px;"></div>		
1.15	<div style="border: 1px solid black; padding: 2px;">“The conditional sale date”</div>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div> 20		
1.16	<div style="border: 1px solid black; padding: 2px;">“The Body Corporate”</div>	The Body Corporate Known as	:	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>
		NAME	:	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>
		Contact Number	:	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>
1.17	<div style="border: 1px solid black; padding: 2px;">“The monthly levy”</div>	R	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>	Per month
1.18	<div style="border: 1px solid black; padding: 2px;">“The CPA”</div>	Consumer Protection Act 68 of 2008 (both parties hereto take special notice of all clauses herein printed in bold as required in terms of the CPA)		
1.19	<div style="border: 1px solid black; padding: 2px;">“The expiry date”</div>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>		
1.20	<div style="border: 1px solid black; padding: 2px;">“Estate Agency”</div>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>		
1.21	<div style="border: 1px solid black; padding: 2px;">“Days”</div>	Shall mean calendar days, which incl Sat / Sunday & public holidays		
1.22	<div style="border: 1px solid black; padding: 2px;">“The professional fee”</div>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>		
1.23	<div style="border: 1px solid black; padding: 2px;">“The bond originator”</div>	<div style="border: 1px solid black; width: 100%; height: 15px;"></div>		
1.24	<div style="border: 1px solid black; padding: 2px;">“The development”</div>	Serene		



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2. PURCHASE PRICE

The purchase price is the amount as set out in paragraph 1.1, being the true consideration of this transaction. No other consideration is involved between the parties, directly or indirectly.

3. DEPOSIT

- 3.1 The Purchaser shall pay a deposit as stated in paragraph 1.2 on the deposit due date as stated in paragraph 1.3 directly into the Conveyancer's trust account.
- 3.2 The Purchaser hereby consent to any monies paid to the Conveyancer, to be invested by the Conveyancer in terms of Section 86(4) of the Legal Practice Act 28 of 2014 (LPA) (as amended) in an interest-bearing account for the benefit of the purchaser, pending registration of transfer.
- 3.3 Should any monies be paid in cash or forex transfer directly into the Conveyancer's Trust Account, the bank charges levied against such deposit by the bank shall be for the account of the relevant depositor.

4. BALANCE

- 4.1 The balance of the purchase price, or the full purchase price shall be paid by the Purchaser into the Conveyancer's Trust Account as stated in paragraph 1.4 and 1.5.
- 4.2 The balance of the purchase price, or the full purchase price shall be paid to the Seller upon registration of transfer of the property into the name of the Purchaser.
- 4.3 The Purchaser shall, by no later than the guaranteed date as stated in paragraph 1.8 furnish to the Conveyancer a guarantee/s acceptable to the Seller, for payment of the said purchase price or part thereof which guaranteed will be payable on date of registration
- 4.4 Failure to deliver the said guarantees timeously shall be deemed a material breach of this agreement.

5. TRANSFER

- 5.1. The parties acknowledges that the Conveyancers as stated in paragraph 1.9 is appointed by the Seller to attend to the transfer of the Property in the development known as Serene in terms of Section 25(1) of the Sectional Title Act into the name of the Purchaser.
- 5.2 The Purchaser acknowledges that the Property Practitioner has informed him of the nominated bond attorneys appointed by the financial institutions to attend to the registration of his mortgage bond.
- 5.3. The Purchaser and Seller shall sign all documents required to effect transfer of the Property into the name of the Purchaser within 5 (five) days from being requested to do so by the Conveyancers.
- 5.5 It is recorded that the Sectional Title Scheme will be developed in phases and the Purchaser acknowledges that he is aware that the Seller has a Real Right of Extension in terms of Section 25 of The Sectional Title Act 95 of 1986 (as amended) allowing the developer to complete the development in phases. The Purchaser further acknowledges that he is aware that building operations will take place upon the premises and that the said building operations may cause the Purchaser certain inconvenience, but that he shall have no claim whatsoever against the Seller or any other owner for any such inconvenience for the duration of the Right of Extension.
- 5.6 The Developer in his sole discretion will submit the transfer documents in the Deeds Registry Office once the phase wherein the purchased property is situated is ready to be registered, once the extension of the Sectional Title Scheme was surveyed and the relevant maps prepared and approved by the Land Surveyor General. The Developer undertakes to transfer phases of at least 7 properties at a time simultaneously in the Deeds Office up on completion and approval of the building works. The Purchaser shall have no claim of whatsoever nature arising



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from delays in registration and his obligation to pay occupational interest in terms of this agreement shall remain binding.

6. TRANSFER AND COSTS OF TRANSFER

6.1 Transfer of the Property into the name of the Purchaser shall be registered at the relevant Deeds Office by the Conveyancer as soon as possible after fulfilment of the suspensive conditions in clauses 8 and 9 below, and further subject to the Developers discretion as stipulated in clause 5.6 above

6.2 All costs of Transfer, shall be paid by the Seller upon request by the Conveyancer.

6.3 All costs of registering any mortgage bond, shall be paid by the Purchaser within 5 (five) days of signature of the bond documents with the Bond Attorneys.

6.4 Should the Purchaser's bond costs be derived from the proceeds of the sale of the second property, the Purchaser Hereby agrees that, by attesting his signature hereto, he authorises the Conveyancer to obtain an undertaking from the Conveyancer attending to the transfer of the second property for payment of the bond costs, which undertaking the Purchaser shall not withhold under any circumstances to ensure that both transfers may register simultaneous and/or that this transfer is not delayed unnecessarily.

6.5 The clearance figures issued by the respective Local Council and/or the Body Corporate, cancellation figures issued by the existing bondholder and the attorneys' costs for the cancellation thereof shall be paid by the Seller within 10 (ten) days of being requested to do so by the Conveyancers.

7. OCCUPATION

7.1 Occupation of the Property shall be given and taken on the date as stated in paragraph 1.10, and subject to the type Of occupation granted in terms of paragraph 1.12; provided that guarantees for payment of the full purchase price have been furnished, all documents have been duly signed by the Purchaser, all costs have been duly paid by the Purchaser to the Conveyancers, and that the Purchaser has paid the occupational rental as stated in paragraph 1.11 for the first month in advance into the Conveyancer's trust account.

7.2 The Purchaser shall not make any alterations or additions to the Property prior to Transfer without the explicit written consent of the Seller.

7.3 No tenancy shall be created by occupancy before date of registration of transfer and the Purchaser's right of occupation shall terminate on cancellation of this agreement, whatever the reason, therefore. The Purchaser shall vacate the property within 24 (twenty-four) hours upon termination of this agreement and shall not be entitled to a retention or to claim compensation from the Seller for any improvements made to the property.

7.4 The Seller shall give to the Purchaser not less than 30 (thirty) days' notice in writing of the expected completion date provided, however, that the Seller shall, after having given the Purchaser notice as contemplated aforesaid, be entitled to postpone the completion date by giving further notice to the Purchaser to this effect within 30 (thirty) days of date of receipt by the Purchaser of the first notice.

7.5 The Purchaser acknowledges that the other buildings / dwellings in the development may not necessary be completed at the completion date of the property herewith purchased and that the purchaser will have no claim resulting from building operations after the Purchaser has taken occupation.

8. SUSPENSIVE CONDITION - MORTGAGE LOAN

8.1 This agreement is subject to the suspensive condition that the Purchaser, or _____ on the Purchaser's behalf as his duly authorised Property Practitioner (without releasing the Purchaser of his obligation to do so), obtains approval of a mortgage bond by a Financial Institution for the amount as stated in paragraph 1.6, or such lesser amount which may be acceptable to the Purchaser, at such interest rate and on such conditions as are



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stipulated by the relevant Financial Institution, by not later than the close of business on the date as stated in paragraph 1.7, whereupon this suspensive condition shall be deemed to have been fulfilled.

- 8.2 Should the mortgage bond be approved for a lower amount as stated in paragraph 1.6 and it is accepted by the Purchaser, the Purchaser shall be obliged to notify the Conveyancing and the Seller in writing upon date of acceptance of the mortgage bond granted in favour of the lower amount. The Purchaser shall pay the shortfall towards the purchase price within (_____) days from date of mortgage bond approval directly into the Conveyancer's trust account. The Purchaser shall be obliged to notify the Conveyancer and the Seller in writing of the deposit into the trust account to prevent the lapsing and/or automatic cancellation of this Deed of Sale.
- 8.3 The Purchaser unconditionally and irrevocably agrees to give full co-operation for the purpose of obtaining the mortgage bond and hereby binds himself/herself/itself in utmost good faith in pursuing all reasonable sources of mortgage finance as contemplated in this agreement and to supply the agent with a copy of the written application for such loan on request.
- 8.4 The Purchaser agrees that Mortgage Max PT will act as exclusive Bond Originator as appointed by the Seller in favour of the Purchaser for property finance in terms of the agreement.
- 8.5 The Purchaser hereby consents to Financial Institutions and/or any third party applying for the bond on behalf of the Purchaser carrying out identity, fraud prevention and credit checks as well as the sharing of information relating to his application through the South African Fraud Prevention Services.
- 8.6 The Purchaser hereby acknowledges that a mortgage bond shall be deemed to be granted, and the suspensive Condition deemed to having been fulfilled, when a Financial Institution issues an official quotation, pre-agreement statement or similar document indicating that the Purchaser qualifies for the mortgage bond, notwithstanding the fact that such grantor/s may reserve the right to withdraw or resile at any time from the loan/s so approved for any reason whatsoever or without furnishing reasons.
- 8.7 The suspensive conditions are inserted for the benefit of the Purchaser who is entitled to waive fulfilment of any of the conditions by written notice to the Seller.
- 8.8 Should this application (bond) be successful, the Purchaser understands that Credit Life, in some instances, and Homeowner Protection insurance covering both the mortgage bond and the property will be required. The Purchaser hereby gives consent to the necessary information being forwarded to an independent insurance company so that they may provide the Purchaser with comparative and competitive quotes for Mortgage and Home Owner Protection Cover.
- 8.9 In the event that the suspensive condition as set out in 8.1 above has not been fulfilled within the time as stated in paragraph 1.7 (or such extended period as agreed to between the parties in writing) then this agreement shall automatically be cancelled and be of no further force and effect, and the Parties will use their respective best endeavours to restore the *status quo ante* and all amounts paid by the Purchaser in terms of this agreement on account of the purchase price will be refundable to him, including any interest which may have accrued.
- 9. SUSPENSIVE CONDITION -SALE OF SECOND PROPERTY (delete if not applicable)**
- 9.1 This agreement is subject to, and conditional upon the sale of the Purchaser's property as set out more fully in paragraph 1.14 by no later than the conditional sale date as set out in paragraph 1.15 or such extended period as the Seller, in his sole discretion, may allow by notice in writing to the Purchaser.
- 9.2 It is specifically recorded that this suspensive condition shall not be regarded as having been fulfilled until all Suspensive conditions to which the sale of the second property is in turn subject to, are fulfilled. The Purchaser undertakes that the transfer of the second property will take place simultaneously with or prior to the Transfer of the Property purchased herewith and that he will not accept an offer which is subject to the sale of a third property.



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This condition exists for the benefit of the Purchaser who may unilaterally waive compliance therewith, in writing.

9.3 In the event that the suspensive condition as set out in 9.1 above has not been fulfilled within the time as stated in paragraph 1.15 or such extended period as agreed to by the Seller in writing, then this agreement shall automatically be cancelled and be of no further force and effect, and the Parties will use their respective best endeavours to restore the *status quo ante* and all amounts paid by the purchaser in terms of this agreement on account of the purchase price will be refundable to him, including any interest which may have accrued.

9.4 The Seller may continue to market the Property until such time as the suspensive conditions relating to the sale of the second property has been fulfilled. Should the Seller, during this time, receive a competing offer to purchase the Property ("**the Competing Offer**") he will have the right to call upon the Purchaser by notice in writing, to waive the suspensive condition contained in this clause 9, thereby making the sale unconditional, within seven (7) days of the date of delivery of such notice to the Purchaser, or such extended period as the Seller in his sole discretion may allow ("**the waiver period**"). Such notice shall include a copy of the Competing Offer. If the Purchaser fails to waive his/her rights in writing within the waiver period, the Seller shall be entitled, but not obliged, to accept the Competing Offer, upon which the sale shall be automatically cancelled and be null and void.

10. POSSESSION AND RISK

10.1 Possession of the Property, all risks and benefits of ownership shall pass to the Purchaser on date of registration of transfer.

10.2 The Purchaser will be responsible for the payment of the rates and taxes due to Madibeng Local Municipality from date of registration of the property and all levies as determined and levied by the Serene Body Corporate.

10.3 The Seller indemnifies the Purchaser from any claim that may be instituted against the Purchaser by any relevant Authority for arrear rates / taxes / services that may be owing to such authority in respect of the property.

10.4 Should occupation be given and taken prior to registration; the Purchaser will be liable for payment of consumption charges relating to water and electricity from date of occupation.

11. CERTIFICATES

11.1 The Seller hereby undertakes at his own costs to furnish to the Conveyancer, prior to the occupation date, or date Of registration of transfer, whichever is earlier, with a valid:

11.1.1 Certificate of Electrical Compliance from an accredited electrical contractor in terms of the regulations of the Occupational Health and Safety Act No. 85 of 1993, as amended.

11.1.2 Certificate issued by a registered gas installer to the effect that all the gas installations on the property complies With the industry standard (if applicable).

11.1.3 NHBRC Registration Certificate

11.1.4 NHBRC Enrolment Certificate.

11.1.5 Plumbing Certificate.

11.1.6 Glazing Certificate.

11.1.7 Engineer Certificate.

11.1.8 Occupancy Certificate.

11.2 The Seller warrants that no additions or alterations will be made to any of the electrical, gas, or plumbing installations on the Property after the issue of the relevant Certificates and prior to occupation by the Purchaser, or date of registration of transfer, whichever is earlier.

12. CONDITION OF PROPERTY

12.1 The Purchaser shall within 30 (THIRTY) days of the occupation date, advise the Seller in writing of any material faults or defects in the unit (with the property) arising from defective materials or workmanship. The Seller undertakes to repair same within a reasonable time of receiving such advice from the Purchaser.

12.2 The Seller confirms that upon registration of the property the warranties in respect of the NHBRC enrolment will be awarded to the Purchaser and the Serene Body Corporate (if applicable) as per clause 18 hereunder.

13. WARRANTIES AND UNDERTAKINGS

13.1 The Seller declares that he is not selling the property in the ordinary course of his business and that the Seller is therefore, not a supplier as defined in terms of the CPA. The CPA is therefore not applicable as far as the sale of the property is concerned and therefore no cooling off period (as envisaged by the CPA) applies.

13.2 The Seller and Purchaser acknowledge that it is in the ordinary course of business of the Property Practitioner to



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Market various immovable properties. The Property Practitioner's primary function is to introduce parties to each other and to assist with advice, which advice is primarily intended to facilitate the smooth transfer of immovable properties into the name of the Purchaser. The Property Practitioner is as such a supplier of an advisory service aimed at facilitating the conclusion and successful completion of an agreement of sale between the Seller and the Purchaser. The Property Practitioner is not the supplier / seller of the property and as such does not and cannot take any legal liability for the condition of the property. The Property Practitioner accepts responsibility for the facilitation service provided by the Property Practitioner in respect of providing honest and fair advice and cannot be held liable for the condition of the property.

13.3 The Purchaser declares that: -

13.3.1 He was granted fair and ample opportunity to inspect the property to his satisfaction and he is aware of all the Conditions and servitudes to which the property is subject to.

13.3.2 He considers the agreed purchase price to be fair and reasonable.

13.3.3 Neither the Seller nor the agent used undue influence or direct marketing methods thereby inducing him to Sign this agreement.

13.3.4 Neither the Seller nor the agent made any representations regarding the condition of the property which is not set out in this agreement.

13.3.5 Neither the Seller nor the agent warrant the correctness of the advertisement/s relating to the Property, neither the square size of the erf nor the building erected thereon.

13.4 The Seller declares that he is a South African resident. In the event of the Seller being a non-South African resident or failing to provide a valid resident's permit to the Conveyancer, the Seller hereby authorises the Conveyancer to withhold such portion of the proceeds of the sale as is required by the Income Tax Act.

13.5 The parties hereto agree that this Agreement constitutes the entire Agreement between them and that no warranties or representations other than those contained herein have been made by any of the parties, or them Property Practitioner nor are there any suspensive conditions to this agreement which are not included herein. No variation, waiver or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.

13.6 The Purchaser warrants that he was not introduced, nor did he view the property through any estate agency before entering this Deed of Sale. The Purchaser and the Seller warrant that all the material terms of this agreement have been explained to them by the agent prior to signature of this agreement.

13.7 The Seller warrants that there are no illegal occupants or squatters in or on the property at the time of signing this agreement.

13.8 If there is more than one purchaser, their liability hereunder shall be jointly and severally.

14. PROFESSIONAL FEES

14.1 The Purchaser warrants that he was introduced to the property by the Property Practitioner and by no other Property Practitioner and that no other Property Practitioner was the effective cause of the sale.

14.2 The Seller shall pay a professional fee to the Property Practitioner at the rate as agreed on between the Property Practitioner and the Seller as stated in Annexure "D" and will be deemed to have been earned and payable on acceptance of this offer, or if any suspensive conditions are applicable, on fulfilment of those conditions.

14.3 The deposit as stated in paragraph 1.2 will be held in trust by the Conveyancer in favour of the Purchaser with interest accruing to him until registration of the transfer, whereupon it shall be paid to the Seller subject to the right of the Property Practitioner to set off any commission earned against the deposit.

14.4 Should any deposit be held by the Conveyancer, they are hereby instructed by the parties, provided that all the Suspensive conditions have been fulfilled herein, to make payment to the Property Practitioner of any commission payable in terms of this clause and are likewise instructed to account directly to the Property Practitioner from the proceeds of the sale for any part of the commission which is not covered by the deposit. This clause shall deem to have survived any cancellation of the sale and remain enforceable by the Property Practitioner. The Property Practitioner, by his signature hereto accepts all benefits conferred upon it in terms of this agreement. Should the agreement be cancelled by mutual consent or by the Seller unilaterally, prior to transfer being affected, the Property Practitioner shall, notwithstanding such cancellation, be entitled to claim the aforesaid commission from the Seller.

14.5 Should this agreement be cancelled because of breach on the part of the Seller and or Purchaser, then the defaulting party acknowledges that he/she/it remains liable for payment of the full professional fee to the agent



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as stated in clause 15 herein.

14.6 The parties agree that the agent shall affix a "Sold" board to the Property for a period of three (3) months from the date upon which all suspensive conditions in terms of this agreement have been fulfilled.

15. BREACH

- 15.1 Should either party commit a breach of any of the terms of this Agreement, and fail to remedy same within seven (7) days of being called upon in writing to do so, the aggrieved party shall be entitled, without prejudice to his rights to claim any damages that he may have suffered because of such breach to cancel the Agreement by written notice to the defaulting party; or to claim specific performance by the party of his/her obligations in terms of this Agreement.
- 15.2 No latitude, extension of time or indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this Agreement.
- 15.3 Should this agreement be cancelled because of breach by the Purchaser then the Purchaser acknowledges and Irrevocably agrees as follows:
- 15.3.1 that his deposit and/or any amount paid by him to the Conveyancer for costs in connection with the transaction, may be utilized towards payment of the Professional Fee and may be paid to the agent by the Conveyancer from such deposit or costs received, without the agent having to approach the Courts for a relevant order in respect of the damages suffered as stated in an invoice / statement to be provided to the Purchaser upon date of cancellation of this agreement due to the breach.
- 15.3.2 Any balance shall be paid to the Seller as liquidated damages on the condition that the Seller's liquidated Damages need to be quantified by means of mutual consent or as per court order prior to be paid to the Seller. The balance of any funds paid by the Purchaser will remain on Trust with the conveyancer until such a settlement or Court Order rules on it or the parties agree thereto.
- 15.4 The agent, the Seller and Purchaser hereby indemnify the Conveyancer against any claims for damages or otherwise, that maybe instituted by any party to this deed of sale for reason of payment of the Professional Fee made by the Conveyancer to the agent in accordance with this clause.
- 15.5 The Purchaser and Seller choose their residential addresses as their domicilium citandi et executandi together with their email addresses as stated in Annexure "A" and "B" in this agreement, as the addresses at which they will accept delivery of service of all notices and legal proceedings. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received by the addressee on the date of delivery or transmission thereof if delivered by hand or send by e-mail.

16. BODY CORPORATE

- 16.1 The Purchaser acknowledges that the complex is managed by Serene Body Corporate (**"the BODY CORPORATE"**) as stated in paragraph 1.16 and that he/she/it will be bound to its rules upon registration of the transfer into his/her/its name.
- 16.2 The monthly levy is the amount as stated in paragraph 1.17, subject to an annual escalation and is payable from date of registration to the Body Corporate or its managing agent.
- 16.3 The Purchaser acknowledges that he/she/it has inspected the management rules of the said Body Corporate; that he/she/it is satisfied with the contents thereof and is aware that by attesting his/her/it's signature hereto, he/she/it is binding himself/herself/itself legally thereto.

17. FIXTURES AND FITTINGS

The Seller warrants that all fixtures and fittings are his property, are fully paid for and, at date of occupation or date of registration of

transfer, whichever is earlier, shall be in good condition and working order. The Purchaser undertakes to maintain the fixtures and fittings in the same good condition and working order from date of occupation to date of transfer.



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18. NHBRC ENROLMENT AND CONTRACTORS' OBLIGATIONS

- 18.1 The Seller on behalf of the Contractor/Builder confirms that once the Building Plans have been approved by Madibeng Local Municipality, the building plans will be submitted to the NHBRC for acceptance and enrolment.
- 18.2 The Seller confirms that, in his capacity as registered owner, he appoints as the Contractor/Builder with details as follows:

Name: **DUNFORD PROPERTIES PROPRIETARY LIMITED**

Registration Number: **2015/441717/07**

Herein represented by: Property Practitioner

Tel No: _____ e-mail, _____

- 18.3 Full Particulars of the Contractor/Builder as stipulated in clause 18.2 above will be disclosed to the NHBRC prior to the commencement of any building operations with the application for the enrolments of the building operations on the Property.
- 18.4 The Seller confirms that the Contractor/Builder will be the enrolling party at the NHBRC.
- 18.5 The Seller on behalf of the Contractor/Builder will be liable for the cost of the enrolment with the NHBRC.
- 18.6 The Contractor/Builder confirms that the warranties in respect of the NHBRC awarded to the Purchaser will be valid for a period of 5 (Five) years from date of issue of the enrolment certificate.
- 18.7 In the event that the Contractor/Builder resigns and/or appoints a third-party contractor to be registered with the NHBRC then such nominees' full particulars will be disclosed in an addendum between the Contractor/Builder and the Seller. The Purchaser will be informed accordingly.

19. CONSENT TO DEVOLVE PERSONAL INFORMATION IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

- 19.1 The Purchaser and Seller hereby agree and consents that the Conveyancer and/or the agent, is required to collect and process the personal information of the parties to give effect to any of the parties' rights and obligations in terms of this agreement.
- 19.2 The Purchaser and Seller agree and consents that their personal information may be processed by the Conveyancer and/or the agent, and that such information may be shared with any professional party involved in the transfer of the property to affect the registration thereof. The professional parties referred to above shall include, but not limited to, bond cancellation attorneys, bond attorneys, mortgage originators, banks and/or them business partners, municipalities, Body Corporates, Estate Agencies or otherwise as required by law.
- 19.3 The Conveyancer and/or the agent will process the personal information of the parties for the duration of the Registration process as may be required and will retain the personal information as required by law.
- 19.4 The Purchaser and the Seller agree and consents that the Conveyancer and/or the agent be authorized to assist the parties in obtaining and making enquiries with any institution and/or party to enable the Conveyancer to effect transfer of the property within a reasonable time and to enable the Conveyancer to eliminate unnecessary delays with the registration process.

20. SPECIAL CONDITIONS

21. EXPIRY

- 21.1 The first signature of this Agreement shall constitute an irrevocable Offer by the signatory, which may not be withdrawn prior to presentation to the Seller or the Purchaser, whichever the case may be, and which thereafter shall remain open for acceptance until the expiry date as set out in paragraph 1.19 where after it shall lapse and be of no further force and effect, but is binding upon acceptance hereof by or on behalf of the Seller, without the Purchaser having been notified of the Seller's acceptance.
- 21.2 The agent is hereby appointed as the Property Practitioner for the Seller and Purchaser for the purpose of Communication of acceptance.



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22. SIGNATURE IN COUNTERPARTS

This Agreement may be signed in separate counterparts in whichever electronic form, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same document and be regarded as an original.

Thus, done and signed at

1.

THE PURCHASER (1)

AS WITNESS

2.

THE PURCHASER (2)

FULL NAMES AND SURNAME OF WITNESS:

IDENTITY NUMBER OF WITNESS:

on this the day of 20

Thus, done and signed at

1.

THE SELLER (1)

AS WITNESS

2.

THE SELLER (2)

FULL NAMES AND SURNAME OF WITNESS:

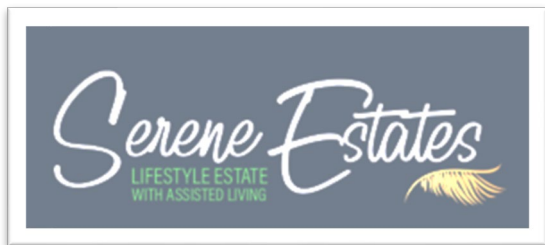
IDENTITY NUMBER OF WITNESS:

This Agreement has been negotiated by:

who on behalf of the agent hereby accepts the benefits of the Agreement and accepts the cession contained in this Agreement.

on this the day of

20



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ANNEXURE “A”

(Please complete in full and in neat handwriting)

SELLER DETAILS:

(TO BE COMPLETED BY INDIVIDUAL SELLER AND REPRESENTATIVE OF LEGAL ENTITY: (delete which is not applicable))

SURNAME	
FULL NAMES	
IDENTITY NUMBER	
INCOME TAX NUMBER	
TITLE	

(TICK EITHER ONE OF THE APPLICABLE BOXES (MARRIED / UNMARRIED) AND THEN – IF MARRIED – CROSS APPLICABLE MARRIAGE REGIME BOX:)

UNMARRIED	MARRIED	IN COMMUNITY	BY ANC	ISLAMIC	HINDU	CUTOMARY	OTHER COUNTRY	NAME OF COUNTRY

HAS YOUR MARITAL STATUS CHANGED IN ANY WAY SINCE THE PROPERTY WAS REGISTERED IN YOUR NAME?

YES		NO	
-----	--	----	--

IF YES PLEASE GIVE DETAILS:

LANDLINE		EMAIL	
CELL PHONE			
RESIDENTIAL ADDRESS		CODE	
POSTAL ADDRESS		CODE	
EXISTING BOND ACCOUNT HOLDER		ACCOUNT NUMBER	

(NEXT TO BE COMPLETED BY COMPANY / CLOSE CORPORATION / TRUST: * delete if not applicable)

NAME OF LEGAL ENTITY	
REGISTRATION NUMBER	
REGISTERED ADDRESS	

LANDLINE		EMAIL	
CELLPHONE		INCOME TAX NUMBER	
VAT NUMBER			



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ANNEXURE “B”

(Please complete in full and in neat handwriting)

PURCHASER DETAILS:

(TO BE COMPLETED BY INDIVIDUAL PURCHASER AND REPRESENTATIVE OF LEGAL ENTITY: * delete which is not applicable)

SURNAME	
FULL NAMES	
IDENTITY NUMBER	
INCOME TAX NUMBER	
TITLE	

(TICK EITHER ONE OF THE APPLICABLE BOXES (MARRIED / UNMARRIED) AND THEN – IF MARRIED – CROSS APPLICABLE MARRIAGE REGIME BOX:)

<input type="checkbox"/> UNMARRIED	<input type="checkbox"/> MARRIED	<input type="checkbox"/> IN COMMUNITY	<input type="checkbox"/> BY ANC	<input type="checkbox"/> ISLAMIC	<input type="checkbox"/> HINDU	<input type="checkbox"/> CUTOMARY	<input type="checkbox"/> OTHER COUNTRY	<input type="checkbox"/> NAME OF COUNTRY
LANDLINE					EMAIL			
CELL PHONE								
RESIDENTIAL ADDRESS					CODE			
POSTAL ADDRESS					CODE			
EMPLOYER NAME					EMPLOYER CONTACT DETAILS			

SECOND PURCHASER:

(NEXT TO BE COMPLETED BY SECOND PURCHASER OR SPOUSE IF MARRIED IN COMMUNITY OR BY FOREIGN LAW: * delete if not applicable)

SURNAME	
FULL NAMES	
IDENTITY NUMBER	
INCOME TAX NUMBER	
TITLE	

(TICK EITHER ONE OF THE APPLICABLE BOXES (MARRIED / UNMARRIED) AND THEN – IF MARRIED – CROSS APPLICABLE MARRIAGE REGIME BOX:)

<input type="checkbox"/> UNMARRIED	<input type="checkbox"/> MARRIED	<input type="checkbox"/> IN COMMUNITY	<input type="checkbox"/> BY ANC	<input type="checkbox"/> ISLAMIC	<input type="checkbox"/> HINDU	<input type="checkbox"/> CUTOMARY	<input type="checkbox"/> OTHER COUNTRY	<input type="checkbox"/> NAME OF COUNTRY
LANDLINE					EMAIL			
CELL PHONE								
RESIDENTIAL ADDRESS					CODE			
POSTAL ADDRESS					CODE			
EMPLOYER NAME					EMPLOYER CONTACT DETAILS			



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(NEXT TO BE COMPLETED BY COMPANY / CLOSE CORPORATION / TRUST: (delete if not applicable))

NAME OF LEGAL ENTITY	
REGISTRATION NUMBER	
REGISTERED ADDRESS	
LANDLINE	
CELLPHONE	
EMAIL	
INCOME TAX NUMBER	
VAT NUMBER	



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ANNEXURE “C”

FICA FOR PARTIES

In terms of the Financial Intelligence Act No (38) of 2001 and the regulation thereof we require the following documents from you to enable the Transfer Attorney to proceed with the transfer process. As an estate agency we are also obliged by law to keep copies of these documents in a fireproof safe in our offices for a period of 5 years.

TICK EACH APPLICABLE BLOCKS OF FICA DOCUMENTS RECEIVED: “S” FOR SELLER AND “P” FOR PURCHASER

ALL INDIVIDUAL PARTIES

S	P	Identity document
S	P	Marriage Certificate (if applicable) whichever type of marriage regime applies
S	P	Antenuptial Contract (if applicable)
S	P	Proof of residence showing your physical address (eg: Rates / electricity account, insurance policy or contract of lease not older than 3 months – not bank accounts)
S	P	Tax Number
S		Divorce order and Settlement agreement (if applicable)
S		Latest statement from council for the property being sold
S		Latest statement from body corporate and/or homeowners association for the property b being sold

LEGAL ENTITIES

CLOSE CORPORATIONS

S	P	CK1 or CK2 document
S	P	Resolution signed by all members nominating representative to sign obo the CC
S	P	Contact details of accounting officer
S	P	Identity document of each member
S	P	Proof of residence for each member showing his physical address (eg: rates / electricity account, insurance policy or contract of lease not older than 3 months – not bank accounts)

LEGAL ENTITIES (cont’d)

COMPANIES

OLD COMPANIES ACT NEW COMPANIES ACT

S	P	OLD COMPANIES ACT	S	P	NEW COMPANIES ACT
S	P	CM44 Articles (old)	S	P	CoR 14.3 – Registration Certificate
S	P	CM36 Certificate to Commence Business	S	P	CoR 15.1A – Memorandum of Incorporation
S	P	CM1 Certificate of Incorporation	S	P	CoR 14.1 Annex A or CoR 39 directors
S	P	CM2 Memorandum	S	P	CoR 14.1 Annex D or CoR 44 - auditors

S	P	CM29 Register of Directors, Auditors, Officers
S	P	Resolution signed by all directors nominating representative to sign obo company
S	P	Contact details of Auditor
S	P	Identity document of each director
S	P	Proof of residence for each member showing his physical address (eg: rates / electricity account, insurance policy or contract of lease not older than 3 months – not bank accounts)



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TRUST

S	P	Deed of Trust
S	P	Letter of Authority
S	P	Resolution signed by all Trustees nominating representative to sign obo the trust
S	P	Contact details of Auditor
S	P	Identity document of each trustee
S	P	Proof of residence for each member showing his physical address (eg: rates / electricity account, insurance policy or contract of lease not older than 3 months – not bank accounts)

DECEASED ESTATES

S	P	Letter of Executorship
S	P	Copy of the Will
S	P	Executors Name