

OFFER TO PURCHASE

1. Details of purchaser (if natural person)

1.1	Full names of purchaser:
1.2	Current residential address:
1.3	Current postal address:
	P O Box
1.4	Current telephone number:
	home
	work
	cell
	email
1.5	Identity number:
1.6	Income Tax number:
1.7	Marital status:
1.8	Spouse:

	ails of sel	ler:
2.1	Full	name of the seller:
2.2	Phys	sical address:
0.0		
2.3		tal address: Box
2.4	Curr	rent telephone number:
	Ema	xil:
2.5	Inco	me Tax/Vat number:
Pro	perty (del	ete which is not applicable):
Pro 3.1	perty (del Erf no:	
	Erf no: Area:	
3.1	Erf no: Area:	
3.1	Erf no: Area: Unit in	cluding garage/carport

Initials_____

4		RICE (which will include an VAT be applicable)	y value-added	tax (Vat) that may be	e payable by the
				,	
	L			<i>J</i>	
5.	PAYMENT				
5.1	Α	DEPOSIT	of	R	
	•	conditions, is payable to the ring trust account, interest t		ominated Conveyanc	
5.2	so requests	se price or balance thereof is t, the PURCHASER will isso attorney, for such baland attorney.	ue a bank guar	antee / undertaking a	acceptable to the
5.3	The banking	g account of the conveyance	ers for purposes	of this Agreement is a	as follows:
Acc	count name	: BOUCHER ATTORNE	EYS		
Bank		: FIRST NATIONAL BA	NK		
Bra	nch	: Tygervalley			
Acc	count No.	: 62848874815			
Bra	nch Code	: 220323			
6.	MORTGAG	E BOND (delete if not appl	licable)		
6.1	conditions	subject to the approval in w of a mortgage	loan t		usual terms and
),	or such lower a	mount acceptable by t	he PURCHASER
	in writing, aç	gainst security of the propert	ty hereby sold.		
6.2	Institution is aforementio date shall a	on shall be deemed to have ssued a written loan quot ned terms, on or beforeutomatically be extended for eriod as the SELLER might a	tation to the F	PURCHASER or thefailing, whi	AGENT on the ch the aforesaid

6.3	The	PURCHASER	hereby	authorises
	or granting institution The PURCHASER he the application of Mortgage Originator The PUCHASER un procure the granting	n. ereby consents to disclosur of a mortgage loan/s and to / Consultant / Financial Ins ndertakes to pursue all rea	re of contents of the Sale Age furnish THE AGENT with a titution, to establish progress asonable sources of mortage but not limited to the furnish the functional contents of the contents of the Sale Age functional contents of the Sale Age function contents	greement to facilitate contact details of the application. gage finance and to
6.4			use of mortgage finance. So expiry of the period set ou	
7.	POSSESSION AND	RISK		
	PURCHASER, from		risks and benefits of owners will be taken by the PURC	
8.	OCCUPATION:			
8.1	·	hall be given and taken on _ mutual written agreement	, provided that occupationa	by no later than al consideration has
8.2	Any existing homeov	• •	ll not be cancelled until dat	e of transfer and will
8.3	the SELLER and maintain the propert	d both SELLER and PUF	s prior to Transfer without the RCHASER (whoever enjoys date of signature to date property pending Transfer.	s occupation) shall
8.4	•	subject to existing tenancy	and the SELLER undertal	kes to give notice to

Initials_____

OCCUPATIONAL CONSIDERATION

9.

Initials_____

9.1	Should the occupation date not coincide with the date of Transfer, the party enjoying such occupation shall pay to the registered owner an occupational consideration of					
	R					
	_) per month, monthly in advance, to the Conveyancer to be paid to the registered owner.					
9.2	If transfer is delayed and not effected by / / through no fault of the SELLER or his Conveyancer, the occupational consideration shall escalate to R					
	()per month					
10.	TRANSFER					
10.1	Transfer to be effected by the SELLER'S Conveyancer as close to / / as possible, or sooner by written mutual agreement, or simultaneous with, or as					
	close as possible, but not prior to the transfer of the PURCHASER'S property situated at:					
11.	TRANSFER COSTS					
	All Transfer costs including, but not limited to Transfer Duty, Diagrams and any VAT payable on such costs, and cost involved in registering of a mortgage bond, (if applicable) to be paid by the PURCHASER on demand by the Conveyancer.					
12.	ELECTRICAL COMPLIANCE CERTIFICATE					
12.1	The SELLER shall, prior to the transfer date, have the whole of the electrical installation of the Property examined by an accredited Person who is registered as such with the Electrical Contracting Board of South Africa.					
12.2	If any fault or defect is detected after an examination by the said Accredited Person, the SELLER undertakes to have those defective parts of the electrical installation replaced at own expense.					
12.3	Upon the SELLER furnishing the PURCHASER with the certificate of compliance from the accredited person, that the whole electrical installation complies with the provisions of Regulation 4(1) of the Electrical Installation Regulations, and that the installation is reasonably safe, the PURCHASER shall h have no claim whatsoever against the SELLER and no further liability in this regard shall rest upon the SELLER.					

12.4 ELECTRICAL FENCE SYSTEM CERTIFICATE OF COMPLIANCE (scrap if not applicable)

Should the property have an electric fence, and the SELLER is not in possession of the above transferrable certificate, he undertakes to furnish the PURCHASER with the above certificate, issued by an accredited person who is registered as such with the Electrical Contracting Board of South Africa. It will be issued at the SELLER'S cost, prior to registration of transfer, in terms of the Occupational Health and Safety Act No 85 of 1993, Regulation 12 of the Electric MachineryRegulations, which is applicable on change of ownership.

13. PLUMBING CERTIFICATES

The SELLER shall, prior to the date of transfer, according to The City of Cape Town's water By-law of 2010, promulgated on 18 February 2011, in terms of **Clause 14** of the aforesaid by–law, submit at own cost, a certificate from an accredited plumber.

14 GAS INSTALLATION CERTIFICATES (scrap if not applicable)

The seller shall at his / her expense, obtain a Certificate of Conformity from an authorized person, or an approved inspection authority in respect of the gas installations on the property, in accordance with the provisions of the Occupational Health and Safety Act Bo 85 of 1993 and the regulations promulgated there under (as amended from time to time) Any work that may be necessary in order for a Certificate of Conformity to be issued shall be affected at the expense of the seller.

14.1 The Seller shall obtain the abovementioned certificate prior to Transfer to the Purchaser, or the Occupation date whichever is the earlier.

15 WARRANTIES AND UNDERTAKINGS

15.1 The Property is hereby sold *voetstoots* and subject to all existing servitudes, Title Deed conditions and all other conditions which may exist in regard thereto, the SELLER will not be responsible for any deficiency nor benefiting from any excess found in the area thereof upon re-survey.

- 15.2 The parties agree that the material terms of the Agreement have adequately been explained to them by Property Maverick representative prior to signature of the Agreement.
- 15.3 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 their agents, nor are there any suspensive conditions to this Agreement which are not included herein. No variation, waiver or consensual cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by both parties unless otherwise specified.
- 15.4 The PURCHASER warrants that the price reflected in **Clause 4** hereof is the true consideration in the transaction and that no other consideration is involved between parties directly or indirectly.
- 15.5 The SELLER warrants that all buildings or structures erected on the property are in accordance with approval of the local authority.
- 15.6 The parties warrant that the information contained in this Agreement and in the Personal details, supplied by them, relating to them or which should reasonably be within knowledge, is true and correct.
- 15.7 The PURCHASER undertakes to comply with all the terms and conditions hereof and on demand to complete and sign all documents in regard hereto, and (where applicable) to comply with all bond requirements.
- 15.8 Both SELLER and PURCHASER hereby agree to comply with the FICA regulations by supplying proof of identity and address to the transferring attorney and / or estate agent.
- 15.9 The PURCHASER undertakes to become a member of the Body Corporate / Home Owners Association and to comply with their rules and regulations (if applicable).
- 15.10 If there is more than one PURCHASER their liability hereunder shall be joint and several.
- 15.11 In the event that the Seller has to pay levies in respect of a period beyond the date of registration, in order to obtain a levy clearance certificate, the parties hereto agree that the Purchaser shall refund to the Seller any amounts due in respect of the monthly levies calculated from the date of registration on condition that the Home Owner's association/ Body corporate does not hold the Purchaser liable for payment of such

Initials

levies.

15.12 In the event that there is a fee payable to obtain the levy clearance certificate and/or consent to transfer, the Purchaser shall be liable for the cost of obtaining such consent/ clearance certificate.

16. BREACH:

- Should either party commit a breach of any of the terms of this agreement, and fail to remedy same within **(7) seven days** of being called upon in writing, to do so, the aggrieved party shall be entitled, without prejudice to his / her rights claim damages, that he / she may have suffered as a result of such breach:
 - 16.1.1 to cancel the contract by registered letter addressed to the PURCHASER, in which event the PURCHASER shall forfeit all monies paid to the SELLER or his Agent in terms hereof, without prejudice to the SELLER'S other legal rights and remedies and the right to claim damages, or
 - 16.1.2 to claim specific performance by the defaulting party.
- 16.2 Should this agreement be cancelled as a result of the PURCHASER failing to comply with his / her obligations herein, then the PURCHASER hereby assumes the SELLER'S obligation to pay the commission specified in **Clause 17** and the SELLER hereby cedes his / her right to claim same from the PURCHASER, to Property Maverick. Such amount may be deducted from any amount held in trust and any balance shall be paid to the SELLER as liquidated damages.
- 16.3 The parties respectively choose their *domicilium citandi et executandi* for all purposes as set out in this agreement. All notices shall be deemed to be received by the addressee on the fourth day following posting thereof by pre-paid registered post or on the date of delivery or transmission thereof, if delivered by hand or if transmitted by fax / e-mail.
- 16.4 The defaulting party will be liable to pay the aggrieved parties' legal fees.

17 COMMISSION:

Initials					
			 		 _

17.1	Commission calculated at% (PLUS VAT) of the purchase price shall be due by the SELLER to Property Maverick on signature hereof and if there are any suspensive conditions, once the suspensive conditions have been fulfilled. Entitlement to such commission is unconditional and once due, payable on Transfer of the property or immediately upon breach by the defaulting party.						
17.2	Property Maverick is acknowledged by the PURCHASER and the SELLER to be the sole cause of this sale. The SELLER hereby irrevocably instructs the transferring attorney to pay the amount due as a first draw against the proceeds of the sale.						
17.3	If this agreement is cancelled as a result of any failure by the PURCHASER to comply with any of the provisions hereof, the Agent will be entitled to recover from the PURCHASER the commission as aforesaid.						
17.4	An act of insolvency, or granting of a provisional final order of liquidation or sequestration in respect of the SELLER, shall constitute breach of this agreement by the SELLER, in which event, should the Trustee / Liquidator of the SELLER'S insolvent estate elect to proceed with the sale:						
	The PURCHASER shall assume the SELLER'S liability for payment of commission to Property Maverick and the amount of commission so paid by the PURCHASER shall constitute damages suffered by the PURCHASER as a consequence of the SELLER'S breach, which damages the SELLER authorises the PURCHASER to set off against the purchase price.						
18	SALES OF OTHER PROPERTY (Scrap not applicable)						
	This offer to purchase is subject to and conditional upon the <u>successful conclusion</u> of the sale of the PURCHASER's property or The sale of the PURCHASER'S properties. The PURCHASER'S property(ies) to be sold is situated at						
	Suspensive conditions of the sale of the PURCHASER'S property(ies) must be fulfilled on or						

before_____/ _____, or such extended period that the SELLER may

allow by notice in writing to the PURCHASER, at a purchase price of not less than

R______) or such lesser

amount as the PURCHASER may accept.

The PURCHASER may unilaterally waive this suspensive condition in writing. It is specifically recorded that this suspensive condition shall not be regarded as having been fulfilled until all suspensive and/or resolutive conditions to which such sale is subject, are in turn fulfilled.

19. **72 HOUR CLAUSE**

- 19.1 The SELLER may continue to market the property until such time as all the suspensive condition/s relating to the purchase of this property have been fulfilled, including, but not limited to the suspensive conditions relating to the sale of the other property / bond approval by the PURCHASER.
- 19.2 Should the Seller, during this time, receive another acceptable unconditional offer ("the competing offer") to purchase the property, he/she will have the right to call upon the Purchaser by notice in writing, whether by e-mail or hand delivered notification, to waive or fulfil all suspensive conditions to which this offer is subject, thereby making this sale unconditional, within three days (72 Hours), excluding weekends and public holidays, of the date when such notice is delivered to the Purchaser, or such extended period as the Seller in his/her sole discretion may allow ("the waiver period").

Such waiver must include:

- proof of fulfillment of all suspensive conditions.
- guarantee of full balance of purchase price.
- proof of funds relating to transfer duty.

Such notice given by the Seller shall include:

- A copy of the competing offer.
- Proof of availability of funds, which includes proof of the funds for the full purchase price as well as proof of funds relating to transfer duties if applicable, which makes the competing offer unconditional
- 19.3 If the Purchaser fails to waive his/her rights in writing, either by e-mail or hand delivered notification within the waiver period, the Seller shall be entitled, but not obliged, to accept the competing offer, upon which this offer shall lapse and be null and void.

20. FIXTURES AND FITTINGS

Initial	S			
		 _	 	

THE PROPERTY is sold with all fixtures and fittings of a permanent nature, as well as all shrubs and trees in the garden, unless specifically excluded. The SELLER warrants that all fixtures and fittings are his / her property and shall be in good working order.

See detail as per Annexure. (if applicable)

ADDITIONAL CONDITIONS / FIXTURES AND FITTINGS

22. **SIGNAGE**:

Property Maverick is hereby authorised to erect a Sold board to the property for a period of 3 months after the property has been sold.

23. **EXPIRY**

This first signature to this Agreement shall constitute an irrevocable offer, which may not be withdrawn prior to presentation to the SELLER or PURCHASER, whichever the case may be, and thereafter shall remain available for acceptance until midnight on _____ where after it will lapse and be of no further force and effect. Property Maverick is hereby appointed as agent for the SELLER and PURCHASER for the purpose of communication of acceptance which will be as soon as possible after acceptance but may be communicated after the Realty expiry date / time.

24. **JURISDICTION**

For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the High court; being a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business, or is employed within its area of jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court.

25. PROTECTION OF PERSONAL INFORMATION (POPIA)

Initials	
----------	--

The personal information about the Seller and Purchaser provided in this Offer to Purchase which after acceptance bythe Seller/sand fulfilment of the suspensive conditions/s, constitutes an Agreement of Sale is necessary for the Agent to verify and identity the Seller and Purchaser to process with the transferring of the Property. Personal information collected about the Seller and Purchaser in this Agreement of Sale and during the course of the transferring proses, if the Agreement of Sale is successful, may be disclosed for the purpose for which it was collected to other parties including, conveyancers, their advisors, Bond originators, Financial Institutes, other agents. If the Seller and Purchaser would like to access the personal information the Agent holds, they can do so by contacting our office on the above number to organise an appointment. The Seller and Purchaser can also correct the information if it is inaccurate, incomplete, or out of date. The parties further agree that this information may be added to our data base and that of the transferring attorney as well as that of the mortgage bond originator (if applicable), for future marketing purposes and that it may remain there until you advise us in writing, otherwise.

SIGNED at CAPE TOWN on this day	of		2023.
WITNESSES:			
1.			
2.		SELLER	
SIGNED at CAPE TOWN on this day	of		2023.
WITNESSES:			
1.			
2.		PURCHASER	
		FUNCHASER	

PERSONAL DETAILS

SELLER 1	
NAME	
IDENTITY NUMBER	
SARS TAX NUMBER	
CELLPHONE	
TELEPHONE	
EMAIL	
CURRENT BONDHOLDER	
CURRENT BOND ACC	
SELLER 2	
NAME	
IDENTITY NUMBER	
SARS TAX NUMBER	
CELLPHONE	
TELEPHONE	
EMAIL	
CURRENT BONDHOLDER	
CURRENT BOND ACC	
PURCHASER 1	

Initials					

NAME	
IDENTITY NUMBER	
SARS TAX NUMBER	
CELLPHONE	
TELEPHONE	
EMAIL	
BOND APPLIED	
PURCHASER 2	
NAME	
IDENTITY NUMBER	
SARS TAX NUMBER	
CELLPHONE	
TELEPHONE	
EMAIL	
BOND APPLIED	

ANNEXURE B

DISCLOSURE FORM

Disclaimer

This condition report concerns the immovable property situated at *(insert deeds office and physical description)* (the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

1. Definitions

In this form -

2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

2.2 "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, removed, or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

2. Disclosure of information

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorizes the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

3. Provision of additional information

Initials	

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide,

in the additional information area of this form, a full explanation as to the response to the statement concerned.

4. Statements in connection with Property

	YES	NO	N/A
I am aware of the defects in the roof			
I am aware of the defects in the electrical systems			
Are there any illegal electrical extensions,			
disconnections or damaged or inoperative fittings or			
permanent appliances/ equipment? eg: Stove, Extractor,			
Oven, Air Conditioner, Heaters or Ceiling Fans or illegal			
extensions such as light fittings, waterfeature pumps etc?			
Are there any faults relating to the geyser eg. Leaks, faulty			
seal kits, low geyser pressure?			
I am aware of the defects in the plumbing system, including			
in the swimming pool (if any)			
I am aware of the defects in the heating and air conditioning			
systems, including the air filters and humidifiers			

Initials	
----------	--

	T I	
I am aware of the septic or other sanitary disposal systems		
I am account of any defeate to the amount of adding in the		
I am 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 mold or defects in drain tiling or sump		
pumps		
I am aware of structural defects in the Property		
Tam analo of our dotainal dolocio in the Froperty		
I am aware of boundary line dispute, encroachments, or		
encumbrances in connection with the Property		
I am aware that remodeling and refurbishment have affected		
the structure of the Property		
. ,		
I am aware that any additions or improvements made to, or		
any erections made on the property, have been done or were		
made, only after the required consents, permissions and		
permits to do so were properly obtained.		
I am aware that a structure on the Property has been		
earmarked as a historic structure or heritage site.		
January Commence of the control of t		
Annual constitution to the first state of the constitution of the		
Are all security installations in sound working order eg.		
Alarm, alarm beams burglar bars and securit y gates?		

5. Owner's certification

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

6. Certification by person supplying information

If a person other than the owner of the property provides the required information that person must certify that he/she id duly authorized by the owner to supply the information and that he/she has supplied the correct information on which the owner 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.

7. Notice regarding advice or inspections

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded 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.

8. Buyer's acknowledgment

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and acknowledge may be required to defects in, and non-compliance aspects concerning, the property.

The prospective buyer acknowledges receipt of a copy of this statement.

Signatures

Initials

Signed at	_ on	2023

Signature of SELLER	
Signature of PURCHASER	_
Signature of PROPERTY PRACTITIONER	

ANNEXURE C

FIXTURES AND FITTINGS CHECKLIST

The following list contains the fixtures and fittings that are either included or excluded in our offer to sell

Description	Included	Excluded	N/A
Air conditioners and or Heaters			
 Are all those mentioned above in working order= Y or 			
N			
 Qty of remotes included= 			
All Blinds (vertical, micro, material blinds, outdoor pull-down			
blinds}			
Anthracite heater			
Artificial grass (plastic grass)			
Awnings			
Borehole pump			
Built in bar			
Built-in braais and accessories			
Built-in wardrobe			
Burglar alarm system & Remotes- Qty=	-		
Burglar bars			
Curtain rails and curtain rods			
Curtains			
Cycads (number and permits)			
Electric ceiling fans			
Electric gate, motor (with remote) - Qty of remotes=			
Extra tiles or wooden floor (laminated) panels or pavers			
Extractor fans in bathrooms			
Extractor fans in kitchen			
Fibre line			
Fibre Router			
Fibre signal strengtheners -			

Initials

Fireplace and Flute		
Fireplace grid		
Fitted carpets		
Fitted mirrors		
Fitted shelves		
Freest andin g shelves		
Garage shelving		
Garden furniture & garden ornaments		
Garden potted plants- QTY=		
Gas Bottles (KG = and QTY=)		
Generator		
Geyser		
Geyser wise system		
Grey water system		
Hob - Electric or Gas		
Intercom system (make)		
Internal intercom system, from room to room		
Inverter		
Jetmaster or other Braai / Fireplace		

Description	Included	Excluded	N/A
Keys to all exterior doors - QTY=			
Kids Jungle gym			
Kids Swin Sand Pit and or Slides			
Light fittings			
Loose standing Gas stove or Electric stove			
Medicine - bathroom cabinet			
Municipal refuse bin - QTY=			
Oven/stove -			
Electric/ Gas			

Ini	tıal	S								

• Free Standin g/ Built In		
Panel wall heaters		
Pizza oven		
Pool barracuda/creepy pool equipment		
Pool Blanket		
Pool equipment (specify)		_
Pool Net		
Recycle bin - QTY=		
Safe or firearm safe (specify where) QTY=		
Safety gates		
Satellite dish		
Securit y beams		
Shade cloth carport		
Shower rails or shower doors		
Solar heatin g system		
Solar pool system - panels		
Sprinkler system -Automated or Manual		
Shelving (specify where) - QTY=		
Towel rails		
Trampoline (Above Ground or Sunken)		
TV aerial/ TV antenna		
TV intercom system		
TV stands		
Washing whirl dryer		
Washing line		
Water features and pumps		,
Water from Air System	 	
Water tanks- Capacity=		,
Wendy house		
Workbench		

F - 242 - F -		
Initials		