

Offer to Purchase

1. Property

Property
To the Seller of Erf Unit 6 Area FAIRLANDS commonly known as

69 KESSEL STREET

I/We the undersigned, Purchaser, do hereby offer to purchase the abovementioned property upon the following terms and conditions:

2. Offer to Purchase

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The purchase price shall be R. 1 300 000,00 payable as follows:

2.1. R 1 000 000 within 30 days of acceptance hereof to the Transferring Attorney to be held in a special interest-bearing trust account until date of registration of transfer with interest at current retail rates to accrue to the Purchaser.

2.2. The full purchase price / balance to be paid to the Transferring Attorney against registration of transfer of the property to the Purchaser. In this regard, it is recorded that the Purchaser, subject to all suspensive conditions having been fulfilled, shall within 14 days of written demand thereof, deliver to the aforesaid Transferring Attorney, an unconditional guarantee of payment by a financial institution or Attorney, in respect of such balance of the purchase price.

3. Voetstoots

The property is sold as it now stands (i.e. voetstoots) subject to all existing Title Deed conditions, servitudes and encroachments. The Seller warrants that alterations since occupying the property have been approved by the relevant authorities.

4. Possession

Possession
Shall be given on the 7 July 2015, with vacant occupation / subject to existing tenancies, from which date the Purchaser shall be liable for a pro-rata share of all rates and taxes, water, service charges and levies where applicable and full maintenance of the property.

5. Transfer and Risk

Transfer of the property shall be effected by a Conveyancing Attorney, appointed by the Seller, upon payment of the purchase price on or as close as possible to _____ From date of Transfer risk shall pass to the Purchaser.

6. Costs

The Purchaser shall pay, prior to transfer, all costs of transfer and bond registration (where applicable), including Attorney fees, stamp duty, transfer duty, recording and all other costs which are reasonably incurred, upon request by the respective Attorneys.

7. Occupational Consideration

Should the date of possession not coincide with the date of registration of transfer, the party enjoying possession of the property while registered in the name of the other party shall pay to the other party, for a period of such possession R 7000 per month in advance direct to the Transferring Attorney. Should the registration of transfer not take place on the date mentioned in clause 5 above and should such delay have been caused by any act or omission of the Purchaser, then the occupational consideration shall as from the said date be R 7000 per month in lieu of the aforesaid amount.

8. Mortgage Bond

Mortgage Bond
This offer is subject to an agreement in principle to advance the sum of R 300 000 to the Purchaser on standard terms and conditions as laid down by a financial institution, against security of a mortgage bond to be registered over the property and / or other security, such advance to be agreed to in principle on or before 7 July 2015. The Purchaser undertakes to take all reasonable steps, which might be required in this regard, and without detracting from the generality of the aforesaid obligation, undertakes to make application within 7 days of date hereof.

9. Insurance

The Seller shall insure the building until transfer at the current replacement cost under a Homeowners Comprehensive policy.

10. Beetle

The Seller shall arrange, at his/her own expense, for:

10.1 Inspection, by a duly qualified expert, of the accessible portions of the residential premises on the property, but specifically excluding any freestanding structures not constituting residential premises (any Wendy houses, garden sheds, car ports, fences and similar structures), for infestation by either *hylotrypes bajulus* or *oxypleuris nodieri* beetles and:

10.2 Treatment and/or replacement of timbers so infested, in accordance with the recommendations contained in the expert's report prior to transfer. Thereafter the Seller shall be absolved from any liability in the matter.

Personal Information

PURCHASER

Full Names PETER COWINS Income Tax Number 1234567
I.D. Number 8111095005085 Date of Birth 9 November 2015
Spouse's Full Names N/A Income Tax Number N/A
I.D. Number N/A Date of Birth N/A
How married : In Community of Property / Out of Community of Property (by ANC); Married outside the Republic of South Africa /
Single / Widow / Widower / Divorcee SINGLE Date of Marriage _____ Country _____
Address _____
Telephone No. (Business) _____ (Residential) _____
Cellular No. 083 283 2338 E-Mail address _____

Bond Assurance

Bond applied for R 300 000 Financial Institution STANDARD BANK
When would it be convenient for a Consultant to call? TUESDAY 4pm

SELLER

Full Names MARK WILIS Income Tax Number 9876543
I.D. Number 8102175282082 Date of Birth _____
Spouse's Full Names _____ Income Tax Number _____
I.D. Number _____ Date of Birth _____
How married : In Community of Property / Out of Community of Property (by ANC); Married outside the Republic of South Africa /
Single / Widow / Widower / Divorcee MARRIED Date of Marriage 2014 Country SOUTH AFRICA
If Married in Community or if a Notarial contract was entered into in terms of Section 25 (2) of the Act No. 88/1984, spouse must sign with two witnesses.
Address _____
Telephone No. (Business) _____ (Residential) _____
Cellular No. _____ E-Mail address _____
Future Address _____
Present Bondholders _____ Bond A/C No. _____
Branch _____ Balance Owing _____
Transferring Attorney _____
Electrical Certification : _____ Beetle Certification : _____