



**OFFER TO PURCHASE**

**FNB HomeTraders**

**A Division of FirstRand Bank Limited  
Registered Bank Reg. No. 1929/0012225/06**

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**IMPORTANT**

**NAME OF ESTATE AGENCY** : \_\_\_\_\_

\_\_\_\_\_

**AGENTS NAME** : \_\_\_\_\_

\_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

**HOW DID YOU HEAR ABOUT US?** : \_\_\_\_\_

\_\_\_\_\_

**PS: No contract will be accept unless all documents have been completed in full, including the SCHEDULE and ADDENDUM:**

**OFFER TO PURCHASE FROM FIRSTRAND BANK LIMITED  
REGISTRATION NO 1929/001225/06  
OF A PROPERTY HELD IN POSSESSION**

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**1. DEFINITIONS**

In this contract unless the context otherwise requires:

1.1 "Seller" means FirstRand Bank Limited Registration number 1929/001225/06:

1.1.1 "Seller's address" means 1 First Place, Bank City, Johannesburg

1.2 "Purchaser" means .....

1.3 "Purchaser's address" means .....

and from the date of occupation means the property:

1.4 "Property" means ERF .....Town.....

Street Address:.....

being the street address of the property:

OR (in the case of a Sectional Title Unit)

UNIT NO. ....

SECTIONAL TITLE COMPLEX .....

also known as .....

(being the Flat or Unit No in the Complex) and situate at .....

being the street address of the Complex;

1.5 "Purchase price" means .....

and includes Value Added Tax (VAT);

1.6 "Mortgage Finance" means .....

(being any loan required by the Purchaser);

1.7 "Deposit" means .....

**"Any payments should only be made to our attorneys as per point 1.19".**

1.8 "Balance of the purchase price" means.....

(being the purchase price less the deposit);

- 1.9 "Mortgage finance date" means **16h00 pm** on the date **14 (fourteen)** days after conclusion of this contract which period excludes the day upon which the contract is concluded but includes Saturdays, Sundays and Public Holidays (being the date by which the Purchaser's loan, if required, is to be granted), If no proof of acceptable Mortgage Finance has been received by this date, the contract will be deemed as canceled without notification from the seller, unless further written arrangements have been made for extension;
- 1.10 "Guarantee date" means **30 (thirty) days from date of acceptance by seller** (being the date of delivery of the guarantee/s);
- 1.11 "Date of occupation" means the date of registration of transfer, or such other date as may be agreed upon by the Seller in writing, but then always subject to the provisions of 5.1;
- 1.12 "Occupational interest" means **0.5% (half percent) of the Purchase Price per month** (being the monthly consideration payable for occupation prior to registration of transfer);
- 1.13 "Estate Agency" means .....  
which/who warrants by it's signature hereto that he/she is the holder of a valid Fidelity Fund Certificate issued by the Estate Agent's Board.
- 1.14 "Agent's commission" means 5% plus VAT:  
Total Agent's commission R..... VAT included.
- 1.15 If the property has been introduced to the purchaser by an agent, that agent will have a commission claim against the purchaser if the purchaser proceeded with the purchase and neglected to inform the agent or the seller on the date of signing this offer.
- 1.16 "Acceptance date" means a period which expires at **16h00 pm** on the **21<sup>st</sup> (twenty first)** day following the date of signature of this offer by the Purchaser excluding the date of signature itself but including Saturdays, Sundays and Public Holidays (being the date and time referred to in 2.2 by which the Seller will accept the offer or it will lapse);
- 1.17 "The contract: means the contract concluded between the Seller and the Purchaser on acceptance by the Seller of this offer;
- 1.18 "The Fixtures" means the following movable appurtenances or fittings which are referred to in clause 19 –
- 1.19 The "Seller's Conveyancers" means, \_\_\_\_\_  
**Contact person:** \_\_\_\_\_ **Tel. No.** \_\_\_\_\_  
**Banking Details- Bank:** \_\_\_\_\_, **Branch code:** \_\_\_\_\_,  
**Account number:** \_\_\_\_\_, but always subject to clause 13.2;
- 1.20 The masculine gender included the feminine and neuter genders and vice versa.
- 1.21 Words in the singular include the plural and vice versa.
- 1.22 Headings are provided for reference purposes only and are not to be taken into account in the interpretation of any provision hereof.

## **2. OFFER**

- 2.1 The Purchaser hereby offers to purchase the property for the purchase price on and subject to the terms and conditions set out in the contract.
- 2.2 This Offer is open for acceptance until **16h00 pm** on the acceptance date, shall not be capable of withdrawal prior thereto and, if not accepted by such date, shall lapse and be incapable of being accepted thereafter.

## **3 PAYMENT OF DEPOSIT**

- 3.1 The Purchaser shall pay the deposit to the Seller's conveyance in cash on date of acceptance by the seller.
- 3.2 Pending transfer of the property to the Purchaser, the Seller's conveyance shall hold the deposit, in trust for the Purchaser, to be paid to the Seller on registration of transfer of the property to the Purchaser. The Seller's conveyancers are hereby authorized to invest such deposit in an interest bearing trust account with a registered bank. Any interest on such investment shall accrue for the benefit of the Purchaser.

## **4 PAYMENT OF BALANCE OF PURCHASE PRICE**

The purchase price or the balance thereof then remaining unpaid shall be paid by the Purchaser to the Seller on registration of transfer and shall be secured by an acceptable Bank guarantee/s expressed as being payable to the Seller and/or to the Seller's nominee/s on transfer of the property to the Purchaser. Such guarantee/s shall be furnished and delivered to the Seller's conveyance on or before the guarantee date.

## **5 POSSESSION AND OCCUPATION**

- 5.1 Subject to the Purchaser:-
- 5.1.1 having paid all costs which the Purchaser is liable to pay in terms of this contract in order to take transfer, and
  - 5.1.2 having signed all documents of transfer that may be required to be signed by the Seller's conveyance; and
  - 5.1.3 not being in breach of any term of this contract,
- the Purchaser shall subject to the rights of any tenant, be entitled to and shall be given occupation of the property on the date of occupation.
- 5.2 The benefit, risk, profit and loss of the property shall pass to the Purchaser on occupation of transfer provided however that the liability for payment of rates and taxes and like charges levied upon and/or in respect of the property by the local authority having jurisdiction shall pass to the Purchaser on the date of registration of transfer.
- 5.3 The Purchaser shall reimburse the Seller for rates and taxes and other imposts paid in advance upon the property beyond the date provided in 5.2 and the Seller shall refund to the Purchaser such of the rents, if any, collected in advance upon the property beyond such date.

- 5.4 Subject to the special provision in 5.5 and insofar as the property may be occupied by a tenant under any contract of lease whether verbal or written, the Purchaser acknowledges being fully apprised of the terms of such lease and the rights of such tenant.
- 5.5 Notwithstanding anything to the contrary herein contained, the Purchaser acknowledges that the property hereby sold has been acquired by the Seller in execution of a judgement in its favour against the registered owner of the property or the prior registered owner of the property. The Purchaser acknowledges, in that event, that the property may be occupied by the registered owner/s or persons who claim occupation under the registered owner/s or by persons unknown to the Seller. The Seller does not warrant or represent to the Purchaser that on the date upon which the Purchaser is entitled to occupation that the Purchaser will secure vacant occupation of the property. The Seller shall not be responsible for the ejection of the occupier of the property from the property or for any costs or damages suffered by the Purchaser as a consequence of being unable to secure occupation on the date otherwise contemplated in terms of this contract.
- 5.6 If the date of occupation proceeds the date of transfer the Purchaser shall not be entitled to effect any changes, or improvements, to the Property before the date of transfer without the prior written consent of the Seller.

## **6 OCCUPATIONAL INTEREST**

- 6.1 If transfer of the property is registered after the date of occupation the Purchaser shall pay the seller occupational interest from the date of occupation until the date on which the property is transferred to the Purchaser. Neither the Seller nor anyone who claims occupation of the property through the Seller shall be obliged to pay occupational interest to the Purchaser for any period after registration of transfer and until the date of occupation if transfer takes place prior to the date of occupation.
- 6.2 Occupational interest shall be paid monthly in advance on the date of occupation and thereafter on the 1<sup>st</sup> day of each month, shall be adjusted pro-rata for any broken period and shall, unless the Seller otherwise directs in writing, be paid to either the Seller or the Seller's conveyancers.
- 6.3 If the Purchaser is required to vacate the property following cancellation of the sale or a contention by the Seller that the sale has been cancelled and should the Purchaser neglect to vacate the property and to remain in occupation whilst disputing the cancellation or purported cancellation the Purchaser shall be obliged to continue to pay occupational interest until settlement or determination of the dispute and receipt by the Seller of such occupational interest in such circumstances shall not be construed as a waiver or any rights regarding cancellation or any contention regarding cancellation and shall not prejudice the rights of the Seller in regards to the issues in dispute whether such rights exist in law or pursuant to this contract.

## **7 TRANSFER COSTS**

The Purchaser shall be liable for all costs of transfer including Attorney's and Conveyancer's charges, stamp and other duties, Deeds Office levies and all other charges and disbursements relating thereto and insofar as payable, VAT on all or any portion of the transfer costs and charges, and shall deposit such costs with the Seller's conveyancer's upon demand but in any event by no later than the guarantee date.

## **8 TRANSFER OF THE PROPERTY**

The Seller shall transfer the property to the Purchaser within a reasonable time after the Purchaser has complied with all his/her/its obligations in terms of this contract. The Seller's Conveyancers shall affect transfer.

## **9 AGENT'S COMMISSION**

- 9.1 The Seller shall pay agent's commission to the agent. Such commission shall be deemed to have been earned only on registration of transfer.
- 9.2 The Seller hereby irrevocably instructs the Seller's Conveyancers to pay the agent's commission and Vat calculated thereon, as a first charge against the proceeds of realization of the property on registration of transfer provided that prior to such payment the agent has produced to the Seller or the Seller's conveyancers a VAT invoice for such commission if the agent is a registered vendor in terms of the VAT act.
- 9.3 In the event of this sale being cancelled due to the Purchaser's breach or the Purchaser having unlawfully repudiated this contract or having failed to fulfill any obligation in terms hereof the Purchaser shall be deemed to be indebted to the agent in respect of the agent's commission. In such circumstances the agent shall have no claim for commission against the Seller, but this clause shall be construed as a stipulation for the benefit of the agent in giving rise to rights by the agent against the Purchaser.
- 9.4 The Purchaser hereby warrants that he/she/it was introduced to the property and/or the Seller by the agent who is the effective cause of the sale and that he/she/it was not introduced to the property or the Seller by any other agent in circumstances which give rise to any lawful claim by such agent against the Seller for commission. Insofar as is necessary the Purchaser hereby indemnifies and holds harmless the Seller against lawful claims by any other estate agent which may arise from the conclusion of this contract and which may amount to a breach of the warranty herein contained.
- 9.5 Hereto the signature of its authorized representative shall deem the agent to have accepted the benefits of this clause 9 and to have consented to Magistrate's Court jurisdiction as provided in clause 11.

## **10 BREACH BY THE PURCHASER**

10.1 The Seller and the Purchaser hereby agree that the obligations of the Purchaser in terms of this contract are and shall be deemed to be material.

10.2 In the event of the Purchaser: -

10.2.1 failing to deliver the guarantee's contemplated in 4 above on or before the guarantee date; and/or

10.2.2 failing to comply with any of the remaining terms of this contract and failing to remedy such breach within 7 (SEVEN) days of dispatch by pre-paid registered post for delivery by hand to the Purchaser at his/her/its/their chosen *domicillium citandi et executandi* of a written notice requiring the Purchaser to remedy any such breach,

then and in such event the Seller shall have the right, without prejudice and in addition to any other rights which it may have, whether to enforce compliance with the terms and conditions hereof and/or claim and recover damages and/or otherwise, to declare this contract cancelled and either:-

10.2.3 to claim and recover from the Purchaser as and by way of "Rouwkoop" a sum equal to 15% (FIFTEEN PER CENTUM) of the purchase price, or

10.2.4 to claim and recover from the Purchaser such damages as the Seller suffers as a result of the Purchaser's breach of contract in which event any deposit or other sum or sums paid by the Purchaser on account of the purchase price or costs shall be retained in trust by the Seller's conveyancers pending determination of such damages, and any sum awarded to or recoverable by the Seller from time to time shall be set off against the deposit (if paid) and any other amounts paid, and to the extent that any amount is not so recoverable, shall immediately be and become payable by the Purchaser.

10.2.5 the Purchaser shall have no claim for compensation for any improvements on the property, which improvements shall vest in the Seller.

10.3 Nothing herein contained shall be construed as requiring the Seller to give any notice to the Purchaser prior to enforcing compliance with any of the terms of this contract irrespective as to whether cancellation rights exist but are not exercised.

## **11 MAGISTRATE'S COURT JURISDICTION**

Any action which the Seller, the Purchaser or the agent may desire to institute for the enforcement of any right conferred by this agreement (including rights which flow from its cancellation) may at the option of the party instituting proceedings, be instituted in the Court of any Magistrate having jurisdiction in respect of the other party in terms of Section 28(1) of the Magistrate's Court Act, to the jurisdiction of which court all the parties hereto consent in terms of Section 45 of the said Act or of the provisions of any substituted or amended legislation.

## **12 DOMICILIUM AND NOTICES**

- 12.1 For the purposes of any notices to be given to, or of any legal proceedings to be instituted the parties hereto hereby choose *domicilium citandi et executandi* in the case of the Seller at the Seller's address and in the case of the Purchaser at the Purchaser's address or at any changed address specified in writing by notice delivered by the party so changing his/her/its address to the other within 14 days of such change.
- 12.2 Any notice in terms hereof may be delivered to the party to whom it is sent personally or by pre-paid registered post. In the event of the latter, the notice shall be deemed to have been received on the fourth day after posting of said notice to such party's chosen *domicilium citandi et executandi* unless earlier delivery is proved.

## **13 VOETSTOOTS CLAUSE**

- 13.1 The Purchaser purchases the property to the extent such as it now lies "voetstoots" subject to such conditions and servitudes as are mentioned or referred to in the current Title Deeds or which have been imposed by law and which are otherwise of application thereto. The Seller shall not profit by any excess nor be answerable for any deficiency in the nature or extent of the property. The Seller, however, warrants and declares that it is not aware of any latent defects, material to this offer, in the property which have not been disclosed to the Purchaser.
- 13.2 the Purchaser acknowledges that the Seller has acquired the property at a sale in execution pursuant to a judgment obtained by it against the registered owner or former registered owner of the property. The Purchaser consequently acknowledges that the registered owner/s or persons who claim occupation of the property under him/her/it/them may be in occupation of the property and may upon vacating the property remove, lawfully or otherwise, the fixtures referred to in 1.18 and 19 and which were located upon the property when first viewed by the Purchaser. The Purchaser hereby indemnifies and holds harmless the Seller against any claims for damages arising out of such unlawful misappropriation by any occupier of the property and in regard to such items hereby acknowledges that risk in the property passes to the Purchaser, anything to the contrary herein contained notwithstanding, upon signature of this contract by the Purchaser and the Purchaser hereby indemnifies and holds harmless the Seller against any claims of the nature which may otherwise have arisen.
- 13.3 Having regard for the possible circumstances provided for in 13.2 and without derogating from the generality of the provisions of 13.1 the Purchaser acknowledges that the Seller will have no knowledge of any effects in the property, which may exist, and which may not enjoy the protection otherwise afforded by the voetstoots provisions of 13.1 for any reason whatsoever.

## **14 WAIVERS**

No latitude or extension of time which the Seller may allow for the payment of any amount or the performance of any obligation due by the Purchaser in terms hereof shall in any circumstances be deemed a waiver of the Seller's rights to require strict and punctual compliance with each and every obligation of the Purchaser in terms hereof or to cancel this contract at any time after the Purchaser has committed a breach which justifies cancellation.



## **15 DESCRIPTION OF BEACONS AND NO WARRANTY RE IMPROVEMENTS**

- 15.1 If there is an error in the description of the property which is common to the parties such error shall not be binding on the parties who shall in such event be entitled to rectification hereof to describe the property as set out in the Seller's Title Deed.
- 15.2 The Seller shall not be required to indicate to the Purchaser the position of the beacons and/or pegs upon the land, and/or the boundaries thereof, nor shall the Seller be liable for the costs of location or relocating the same.
- 15.3 The Seller does not warrant that improvements erected on the property have been erected in accordance with approved building plans or that such improvements, generally comply with laws and regulations relating to such improvements.

## **16 SPECIAL RIGHTS AND OBLIGATIONS**

- 16.1 Upon the cancellation of this contract of any reason whatsoever the Purchaser and all other persons in occupation of the property claiming occupation through or under the Purchaser shall be obliged to vacate the Property immediately, it being recorded that any rights of occupation granted to the purchaser flow only from this contract and do not constitute any form of tenancy.
- 16.2 The Purchaser shall be responsible for any damage caused to the premises whilst the Purchaser is in occupation and in the event of termination of this contract any damages suffered by the Seller in consequence thereof shall be recoverable by the Seller out of the deposit and the provisions of 10.2.4 shall *mutatis mutandis* apply.

## **17 MORTGAGE FINANCE**

- 17.1 It is recorded that the Purchaser requires a loan or loans on security of a mortgage bond or bonds over the property for the mortgage finance.
- 17.2 If the Purchaser is unable to obtain such loan or loans at rates of interest, terms of repayment and other terms and conditions no more onerous than those applicable to loans customarily granted by Banks or Companies controlled by Banks on security of like property prior to the mortgage finance date then, and in such event, either of the parties hereto may cancel this contract by notice in writing to the other of them and in this event all monies (other than occupational interest) paid by the Purchaser shall immediately be refunded to him/her/it and the parties shall in all other respects procure the restoration of the status quo ante.
- 17.3 The Purchaser undertakes and agrees to produce any information and documents reasonably required for such loan application upon demand and, if so required, to sign a Power of Attorney authorizing the Seller and/or agent to make such application on his behalf and the Purchaser shall otherwise use his best endeavors to obtain such loan or loans within the time frame as stipulated in the contract.

17.4 The resolute condition herein contained shall be deemed incapable of being relied upon to enable the Purchaser to cancel as contemplated in 17.2 as soon as an institution referred to in 17.2 issues a written notice granting the loan notwithstanding that such grant may be in itself described as being a grant of a loan in principle or subject to conditions normally imposed by such institutions are engaged in the business of mortgage lending.

17.5 Should the Purchaser:-

17.5.1 Fail or refuse to pursue the application for mortgage finance in the manner herein contemplated; and/or

17.5.2 Having submitted an application for mortgage finance in due and proper form from withdrawing such application prior to it being considered and/or granted; and

17.5.3 Commit any act or omit to do anything which is designed or which is likely to frustrate the granting of the loan or to have it withdrawn after grant,

then and in such event the Purchaser shall be deemed to have waived all the conditions contained in this clause 17 or alternatively such condition relating to mortgage finance shall be deemed to have been fulfilled.

## **18. AGREEMENT**

This contract constitutes the entire agreement between the parties and the parties who acknowledge that there have been no verbal warranties or representations other than such as are herein contained or referred to. Nothing at variance with the terms hereof shall be binding unless reduced to writing and signed by the parties or their representatives who shall in turn be properly authorized in writing. No waiver shall be of any force or effect unless in writing and signed by the party so waiving.

## **19. MOVABLES AND/OR FIXTURES AND FITTINGS**

Subject to the provisions of 13.2 the property is sold together with the fixtures.

## **20. ELECTRICAL CERTIFICATE OF COMPLIANCE**

The Purchaser hereby absolves the Seller from all responsibility for the production of an Electrical Compliance Certificate issued in terms of the regulations promulgated in terms of the Machinery and Occupational Safety Act Number 6 of 1983 in so absolving the Seller the Purchaser acknowledges that any electrical certificate of compliance which may be required in respect of the property, either prior to or following transfer, shall be procured by the Purchaser at the Purchaser's sole cost and expense.

## **21. ENTOMOLOGIST CERTIFICATE**

**" ONLY FOR PROPERTIES IN KWA-ZULU NATAL AND THE WESTERN CAPE "**

- 21.1 If so required by the PURCHASER in writing within 21 (TWENTY ONE) days of signature hereof, the SELLER shall at his expense have the buildings on the property inspected by an entomologist within a period of 21 (TWENTY ONE) days from date of receipt of such request.
- 21.2 If it is discovered within the latter 21 (TWENTY ONE) day period, that there is or has been any infestation by time destroying or boring insects or that any timber has been infected by either hylotrupes bajulus or exypleuris nodierie, the SELLER shall have the buildings on the property treated and rendered free from apparent infestation.
- 21.3 The SELLER shall prior to the Registration of Transfer of the property into the name of the PURCHASER furnish the PURCHASER with a Certificate from the entomologist to the effect that:
- 21.3.1 all buildings on the property have been inspected for infestation by white ants, cryptotermes brevis or other timber destroying or boring insects;
- 21.3.2 the buildings are apparently free from infestation.

## **22. BANK EMPLOYEES**

- 22.1 I (the PURCHASER) warrant that I am not an Employee or a Director of The FirstRand Bank Group Limited or any of its subsidiaries or associates;
- 22.2 If I am an Employee or a Director of The FirstRand Bank Group Limited or any of its subsidiaries or associates, I am required in terms of S91(2) of the Bank's Act 94 of 1990, as amended, to disclose this information at the time of concluding this agreement. Failure to do so would put me in Breach of this Agreement.

## **23. COMPANY OR CLOSE CORPORATION TO BE FORMED**

Insofar as the Purchaser is a Company or Close Corporation and such Company or Close Corporation is not yet formed and the person signing as Purchaser acts or purports to act as agent or trustee for such Company or Close Corporation to be formed:-

- 23.1 such person undertakes in his/her personal capacity that the company or close corporation for which he/she is acting as agent or trustee will be formed within 30 (thirty) days of conclusion of this contract and will, within 14 (fourteen) days of being incorporated or formed, adopt or ratify this contract without modification;
- 23.2 if the said company or close corporation is not incorporated or formed within the period prescribed in 22.1, or having been incorporated or formed does not adopt or ratify this contract within the period of 14 (fourteen) days, then such person shall, in his personal capacity, be deemed to be the Purchaser in terms of this contract;

23.3 if the said company or close corporation is incorporated or formed and does adopt or ratify this agreement as contemplated in 22.1 and 22.2, then such person by his/her/their signature binds himself/herself/themselves in favour of the Seller as surety for and co-principle debtor in *solidum* with such company or close corporation, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of:-

23.3.1 this contract; or

23.3.2 any cancellation pursuant to this contract, or

23.3.3 Section 35 of the Insolvency Act No. 24 of 1936, as amended, pursuant to the abandonment by a liquidator or cancellation by a Court of this contract, in the event of the said company or close corporation being wound up on the grounds that it is unable to pay its debts or for any other reason.

## **24. TRUSTS**

Insofar as the purchaser acts as a trustee for a trust which has been formed and further insofar as such trustee acts under letters of authority issued in terms of the Trust Property Control Act such person or persons who represent the trust in concluding this contract by his/her/their signature bind/s himself/herself/themselves in favour of the Seller as surety of and co-principal debtor *in solidum* with the trust, under renunciation of the benefits of division, excussion and cession of action, for the due performance of the obligations of the trust in terms of or arising out of:-

24.1 this contract; or

24.2 any cancellation pursuant to this contract, or

24.3 section 35 of the Insolvency Act No. 24 of 1936, as amended, pursuant to the abandonment by a liquidator or cancellation by a Court of this contract, in the event of the said company or close corporation being wound up on the grounds that it is unable to pay its debts or for any other reason.

## **25. INSOLVENCY PRIOR TO TRANSFER**

25.1 The property hereby sold may have been acquired by the Seller at a sale in execution pursuant to a judgment against the prior registered owner of the property.

25.2 Insofar as the property may not, at the date of conclusion of this contract of sale have been transferred to the Seller pursuant to a sale contemplated in 24.1 the Purchaser acknowledges that it is intended to effect a simultaneous transfer of the property from the Sheriff of the Court to the Seller and from the Seller to the Purchaser and if such simultaneous transfer is not possible for some reason then the Purchaser acknowledges that the successful prior transfer of the property from the Sheriff of the Court to the Seller is an absolute pre-requisite to the Seller passing transfer of the property hereby sold.

25.3 The Purchaser acknowledges that in the event of the estate of the registered or beneficial owner of the property being sequestrated or liquidated (in the case of a juristic person) at any time prior to transfer the trustee/liquidator on insolvency may have the power (and exercise such power) to cancel the contract of sale in terms of which the Seller has acquired the property from the Sheriff and thereby preclude the Seller from transferring the property to the Purchaser in terms of this contract of sale. In such event the Purchaser waives and abandons any claim for damages which he/she/it may otherwise have against the Seller for non-performance and acknowledges that in such circumstances all parties accept that the Seller cannot pass transfer and cannot be held responsible for its failure to do so. Should such cancellation take place the Seller's sole obligation shall be to procure for the benefit of the Purchaser the restoration of the status quo ante insofar as payment of any deposit or any other portion of the purchase price is concerned but the Seller shall not be obliged to reimburse the Purchaser for any occupational interest or other costs incurred by the Purchaser as a consequence of occupation of the property.

**26. THE PURCHASER'S RIGHT TO WITHDRAW**

The attention of the Purchaser is drawn to Section 2 of the Alienation of Land Amendment Act 103 of 1998 which provides that, where the Purchaser is a natural person, as opposed to a company, close corporation or trust, and the purchase price payable is R250 000-00 (two hundred and fifty thousand rand) or less, the Purchaser may, within 5 (five) days after signature by him/her/it or either an offer to purchase or a contract of sale, revoke such offer or terminate such contract by delivering written notice to the seller or its agent to that effect. The period of 5 (five) days shall not include the day upon which the offer was made or the contract was signed and does not furthermore, include Saturdays, Sundays or Public Holidays.

**27. JOINT PURCHASERS**

Where the Purchaser is constituted out of more than 1 (one) person, natural or judicial, the liability of such persons in terms hereof shall be joint and several.

**28. SPECIAL CONDITIONS**

.....  
.....

**29. RESOLUTIVE CONDITION**

29 .1 Should the seller not be the registered owner of the property at the date of signing of the agreement , this agreement shall be subject to the resolutive condition that it shall be of no force and effect should the seller not become the owner of the property within 6(six) months from the date of this agreement. In this event any amounts paid to the seller on account of purchase price shall be refunded to it together with any interest earned thereon.

29.2 Should the resolutive condition referred to in 29.1 above not be met, the purchaser and agent shall have no claim against the seller for damage suffered by the purchaser and agent.

THUS DONE AND SIGNED at ..... on this the ..... day of .....  
200..... at .....am/pm

**AS WITNESSES**

1. ....  
.....  
for and on behalf of **THE PURCHASER**  
**personally OR AS TRUSTEE FOR A COMPANY**  
**OR A CLOSE CORPORATION TO BE FORMED OR**  
**AS A TRUSTEE FOR THE PURCHASER TRUST**  
and in all instances as **SURETY AND CO-PRINCIPAL DEBTOR**  
as contemplated in clause 22 or 23

2. ....  
.....  
**THE PURCHASER'S SPOUSE**  
if married in community of  
property or (for consent purposes only) if married  
in accordance with the laws of any  
country other than the Republic of South Africa

THUS DONE AND SIGNED at ..... on this the ..... day of .....  
200..... at .....am/pm

**AS WITNESSES**

1. ....  
.....  
for THE AGENT  
and with due authority accepting the benefits  
in clause 9 subscribing and/or  
consenting to the provisions of 11

2. ....

THUS DONE AND SIGNED at ..... on this the ..... day of .....  
200..... at .....am/pm

**AS WITNESSES**

1. ....  
.....  
for and on behalf of **FIRSTRAND BANK LIMITED**  
**REGISTRATION NUMBER 1929/001225/06**  
And with due authority

2. ....

**SCHEDULE** (Must be completed in full)

**Full Names** : .....

**Maiden Name** (if applicable) : .....

**ID no.** : .....

**Date of Birth** : .....

**Full Names of Spouse** : .....

**Maiden Name** (if applicable) : .....

**ID no.** (of spouse) : .....

**Date of Birth** (of spouse) : .....

**Date and Place of Marriage** : .....

**How Married – In/Out of community of Property:**

**A. If out Community of Property**

1. Antenuptial Contract Number and where registered: .....

2. Foreign Marriage: Yes  No  If Yes: .....

3. Is the marital power excluded:

3.1 By Antenuptial Contract Yes  No  If Yes: .....

3.2 By Subsequent Notarial Deed? Yes  No  If Yes: .....

a) Registered Number: .....

b) Where registered: .....

3.3 By application to Court? Yes  No  If Yes: .....

a) Case no: .....

b) Date and Place of Order .....

**B. If in Community of Property:**

1. Has the marital Power been excluded by:

1.1 Court Order? Yes  No  If Yes: .....

a) Case no: .....

b) Date and Place of Order .....

1.2 Notarial Deed? Yes  No  If Yes: .....

a) Registered Number: .....

b) Where registered: .....

Present Address: .....

Future Address : (From.....).

**Business Name and Address:** .....

Telephone No. (H) ..... (W) .....

**We hereby warrant that the above information is correct.**

Dated at ..... this ..... day of ..... 20 .....

**ADDENDUM:**

**VACANT OCCUPATION, FIXTURES, FITTINGS, BANK EMPLOYEES AND AGENTS COMMISSION**

1. **AGENTS COMMISSION**

THE BANK DRAWS THE PURCHASER'S ATTENTION TO THE CONTENTS OF CLAUSE 1.15 OF THE ANNEXURE TO THE AGREEMENT OF SALE.

IF THE PROPERTY HAS BEEN INTRODUCED TO THE PURCHASER BY AN AGENT, THAT AGENT WILL HAVE A COMMISSION CLAIM AGAINST THE PURCHASER IF THE PURCHASER PROCEEDS WITH THE PURCHASE AND NEGLECTS TO INFORM THE AGENT OR THE SELLER ON THE DATE OF SIGNING THIS OFFER.

2. **VACANT OCCUPATION**

THE BANK DRAWS THE PURCHASER'S ATTENTION TO THE CONTENTS OF CLAUSE 5.5 OF THE ANNEXURE TO THE AGREEMENT OF SALE.

IN TERMS OF CLAUSE 5.5, THE BANK DOES NOT WARRANT THAT YOU AS THE PURCHASER OF THE PROPERTY WILL BE ABLE TO OBTAIN VACANT OCCUPATION OF THE PROPERTY.

THE BANK IS UNDER NO OBLIGATION WHATSOEVER TO GIVE YOU EITHER PRIOR TO OR AFTER THE REGISTRATION OF THE TRANSFER OF THE PROPERTY, OCCUPATION OF THE PROPERTY.

IF VACANT OCCUPATION IS NOT GIVEN TO YOU FOR WHATEVER REASON, THE DUTY OF OBTAINING OCCUPANCY RESTS WITH YOU, THE PURCHASER.

3. **FIXTURES AND FITTINGS**

THE BANK BRINGS TO YOUR ATTENTION AS THE PURCHASER THAT THE PROPERTY IS SOLD "VOETSTOETS".

THE PHRASE "VOETSTOETS" MEANS THAT THE PROPERTY IS SOLD AS IS. THIS MEANS THAT THE SELLER CANNOT BE HELD LIABLE FOR LATENT DEFECTS IN THE PROPERTY I.E. DEFECTS THAT WERE NOT VISIBLE UPON A REASONABLE INSPECTION OF THE PROPERTY, AND WHICH SUBSEQUENT TO THE SALE THEN BECOME VISIBLE. HOWEVER, THIS DOES NOT APPLY IF THE SELLER KNOWINGLY HID THESE DEFECTS FROM THE PURCHASER.

WHERE THE PROPERTY IS OCCUPIED BY AN OCCUPIER (LEGAL/ ILLEGAL) THE BANK WILL NOT BE LIABLE FOR ANY MATERIAL DETERIORATION IN THE PROPERTY, THE REMOVAL OF ITEMS FROM THE PROPERTY OR FOR ANY DAMAGE CAUSED TO THE PROPERTY FROM THE DATE OF VIEWING.

3. **BANK EMPLOYEES ( CLAUSE 22 OF THE AGREEMENT OF SALE)**

I (THE PURCHASER) WARRANT THAT I AM NOT AN EMPLOYEE OR DIRECTOR OF THE FIRSTRAND BANK GROUP LIMITED OR ANY OF ITS SUBSIDIARIES OR ASSOCIATES:

IF I AM AN EMPLOYEE OR DIRECTOR OF THE FIRSTRAND BANK GROUP LIMITED OR ANY OF ITS SUBSIDIARIES OR ASSOCIATES, I AM REQUIRED IN TERMS OF S91(2) OF THE BANK'S ACT 94 OF 1990, AS AMENDED, TO DISCLOSE THIS INFORMATION AT THE TIME OF CONCLUDING THIS AGREEMENT. FAILURE TO DO SO WOULD PUT ME IN BREACH OF THIS AGREEMENT.

I/WE .....,  
 THE UNDERSIGNED, ACKNOWLEDGE THAT WE HAVE READ THE CONTENTS OF THIS ADDENDUM AND CONFIRM, BY MY/OUR SIGNATURE ANNEXED HERETO, THAT I/WE UNDERSTAND THE CONTENTS HEREOF AND THE IMPLICATIONS THEREOF.

\_\_\_\_\_  
 DATE PLACE PURCHASER

\_\_\_\_\_  
 DATE PLACE PURCHASER