



**NATIONAL
PROPERTY
FORUM**

MEMBER

FFC NO. _____

OFFER TO PURCHASE

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

Full names: _____

Identity number: _____

Marital status: Married in / out of community of property / Unmarried

Spouse's full names: _____

Spouse's identity number: _____

Physical address: _____

Postal address: _____

Tel no: (w) _____ (h) _____

Fax: _____ (cell) _____

(Hereinafter referred to as the SELLER); and

Full names: _____

Identity number: _____

Marital status: Married in / out of community of property / Unmarried

Spouse's full names: _____

Spouse's identity number: _____

Physical address: _____

Postal address: _____

Tel no: (w) _____ (h) _____

Fax: _____ (cell) _____

(Hereinafter referred to as the PURCHASER)

1. THE PROPERTY HEREBY SOLD IS:

ERF _____ in the township _____

In Extent : _____ square metres

2. PURCHASE PRICE AND PAYMENT:

The Purchase Price of the property is the sum of R

(_____ rand only)

Which amount is payable in cash against registration of transfer of the property into the name of the PURCHASER.

The PURCHASER shall within 30 days from date of signature hereof deliver approved Bank guarantees to the SELLER or his nominee/s as security for the due and proper payment as aforesaid.

3. SUSPENSIVE CONDITION:

This offer is subject to the suspense condition that the PURCHASER (or the SELLER on his behalf) is able to raise a loan upon security of a first mortgage to be passed over the property for the sum of not less than

R _____ at prevailing rates and conditions of such money lender. Should such loan not be procured within 30 days after signature hereof, this Agreement shall automatically be cancelled and of no force and effect. The PURCHASER agrees and undertakes to take all steps and sign all documents reasonable necessary to give effect to this clause.

4. OCCUPATION

Occupation of the property shall be given to the PURCHASER on registration Occupational rental in the amount of R _____ per month shall be paid by the party in occupation of the property whilst not the owner thereof. The occupational rental is payable monthly in advance at the offices of the transferring attorneys.

5. COMMISSION

The Seller undertakes to pay on date of registration of the above mentioned transaction, the amount of _____ % + Vat of Purchase Price being Agents Commission, to _____

The commission shall be deemed to have been earned upon signature of this document by both parties and is payable on signature, alternatively on fulfillment of the clause 3 above if applicable.

6. TRANSFER:

Transfer of the property in the name of the PURCHASER shall be attended to by theSELLER'sTransferringAttorneys _____

The PURCHASER shall pay all transfer costs and costs of this agreement to the said Transferring Attorneys upon demand.

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

7. ELECTRICAL CERTIFICATE OF COMPLIANCE

The Seller shall at his own cost provide the purchaser with an electrical certificate of compliance before date for registration of transfer.

8. EXPIRY OF OFFER

This offer is irrevocable until midnight on _____ (where after it shall be deemed to have lapsed) and shall be binding upon acceptance or any time prior thereto, irrespective of notification of acceptance to the purchaser. In the event of the Seller making a counter offer or refusing this offer during such period, this offer will not terminate but will be deemed to have been reinstated, the intention being that the purchaser shall be bound to the offer for the full period referred to above.

9. OTHER CONDITIONS:

SIGNED by the SELLER at _____

On the _____ day of _____

AS WITNESSES :

1. _____

SELLER

2. _____

SELLER'S SPOUSE

SIGNED by the PURCHASER at _____

On the _____ day of _____

AS WITNESSES:

1. _____

PURCHASER

2. _____

PURCHASER'S SPOUSE