



OFFER TO PURCHASE

Through _____ an Independent Estate Agent of eXp Realty South Africa Proprietary Limited

SECTIONAL TITLE (NON-CPA)

entered into between

("Seller")

and

("Purchaser")

SCHEDULE OF PARTICULARS

1. **THE SELLER** (the "Seller")

1.1. Full Name: _____

1.2. Identity/Passport/Registration No.: _____

1.3. Full name of spouse (if applicable): _____

1.4. Identity/Passport No. of spouse (if applicable): _____

1.5. Marital status Unmarried

Married in community of property

Married out of community of property

Married, the marriage being governed by the laws of _____

(Insert name of country if not South Africa)

Other

[Tick whichever is applicable]

1.6. Business Address: _____

1.7. Residential Address: _____

1.8. Postal Address: _____

1.9. Email: _____

1.10. Phone No.: Home () _____



South Africa

Work () _____

Cellphone _____

1.11. Fax No.: () _____

1.12. Occupation: _____

1.13. Name of contact person if the Seller is a juristic person: _____

1.14. SARS Tax No.: _____

1.15. VAT Registration No. (if applicable): _____

1.16. Resident of South Africa: *Yes/No

[*Delete whichever is not applicable]

1.17. Conveyancers: _____

1.18. Property bonded to: _____

1.19. Bond Account No.: _____

2. THE PURCHASER (the "Purchaser")

2.1. Full Name: _____

2.2. Identity/Passport/Registration No.: _____

2.3. Full name of spouse (if applicable): _____

2.4. Identity/Passport No. of spouse (if applicable): _____

2.5. Marital status Unmarried

Married in community of property

Married out of community of property

Married, the marriage being governed by the laws of _____



South Africa

(Insert name of country if not South Africa)

Other

[Tick whichever is applicable]

2.6. Business Address: _____

2.7. Residential Address: _____

2.8. Postal Address: _____

2.9. Email: _____

2.10. Phone No.: Home () _____

Work () _____

Cellphone _____

2.11. Fax No.: () _____

2.12. Occupation: _____

2.13. Name of contact person if the Purchaser is a
juristic person: _____

2.14. SARS Tax No.: _____

2.15. VAT Registration No. (if applicable): _____

2.16. Resident of South Africa: *Yes/No

[*Delete whichever is not applicable]

3. THE AGENT

- 3.1. Name of Independent Estate Agent of eXp _____
 Realty South Africa Proprietary Limited:
- 3.2. Contact Details: _____
- 3.3. Office Address: _____

- 3.4. SARS Tax No.: _____
- 3.5. Sales Reference No.: _____
- 3.6. Listing No.: _____

4. THE PROPERTY (the "Property")

4 A Sectional Title Unit comprising

Section number _____ being door number _____ in the scheme known as _____

Situate _____ at _____ address _____

As will appear from Sectional plan number _____ Measuring _____ square meters together with an undivided share in the common property apportioned to the unit in accordance with the participation quota endorsed on the sectional plan

And the right to the exclusive use of the following parts of the common property

Parking Bay number _____ Garden number _____

Yard number _____ Balcony number _____

Utility room number _____



Title Deed No _____

Reservation of rights of extension (if any) _____

OFFER TO PURCHASE

1. TERMS AND CONDITIONS OF SALE OF PROPERTY

- 1.1. The terms and conditions of sale of Property (the "**Terms and Conditions**") set out in this document, the Schedule of Particulars and any annexures hereto, together constitute the agreement between the parties (the "**Agreement**").
- 1.2. Unless otherwise indicated by the context, capitalised words and expressions in these Terms and Conditions will have the meanings given to them in these Terms and Conditions and the Schedule of Particulars to which these Terms and Conditions are attached.
- 1.3. In this Agreement: -
 - 1.3.1. any reference to time shall be based upon South African Standard Time;
 - 1.3.2. any reference to "**business day**" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
 - 1.3.3. if the due date for performance of any obligation in terms of this offer is a day which is not a business day, then the due date for performance of the relevant obligation shall be the business day immediately following the due date, unless stated to the contrary; and
 - 1.3.4. any number of days prescribed shall be calculated by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

2. PURCHASE AND SALE

The Purchaser hereby offers to purchase the Property referred to in the Schedule of Particulars through the agency of _____ being an Independent Estate Agent of eXp Realty South Africa Proprietary Limited ("**eXp**") on the Terms and Conditions contained in this Agreement.

3. OFFER AND ACCEPTANCE

- 3.1. The Purchaser's offer shall constitute an irrevocable offer, which may not be withdrawn prior to presentation to the Seller, and which offer shall remain available for acceptance until

_____h00 on _____, whereafter it shall lapse and be of no further force and effect.

3.2. The Purchaser acknowledges that should the Seller, in response to this offer, submit a counter offer to the Purchaser, such counter offer shall not constitute a rejection of this offer, which shall remain open for acceptance by the Seller as otherwise provided in clause 3.1 above. The Purchaser and the Seller warrant that all material terms of this Agreement have adequately been explained to the parties by eXp prior to the signature of the Agreement.

3.3. The Seller undertakes to send a copy of this Agreement signed by him/her/it evidencing acceptance of the offer contained herein to eXp and the Purchaser, as soon as reasonably possible after his/her/its signature, but the Seller's failure to do so timeously shall not invalidate this offer.

4. **CONSUMER PROTECTION ACT 68 OF 2008 (the "CPA")**

The Seller confirms that he/she/it is not selling the Property in the ordinary course of his/her/its business and that to the best of his/her/its knowledge, the CPA does not apply to this Agreement.

5. **VOETSTOOTS**

5.1. The Property is sold voetstoots as it stands and is sold subject to all conditions and servitudes mentioned or referred to in its Title Deed and to all such other conditions and servitudes which may be applicable. If the Property has been erroneously described in the Schedule of Particulars, the intention of the parties is to describe the Property as set out in the Title Deed.

5.2. The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property.

5.3. The Seller shall not be required to indicate to the Purchaser the position of beacons or boundaries of the Property, nor be liable for the cost of locating same.

6. **PURCHASE PRICE**

6.1. The purchase price is R_____ (_____rand)
(the "**Purchase Price**") and shall be paid by the Purchaser as follows: -

6.1.1. a deposit of R_____ (_____rand)
being _____% _____percent) of the Purchase Price (the "**Deposit**"), shall be paid within 3 (three) business days after the date of signature of this Agreement by the Seller; and

- 6.1.2. the balance of the Purchase Price, being R_____ (_____ rand), shall be paid to the conveyancing attorneys appointed by the Seller (the "**Conveyancers**") against registration of transfer of the Property (the "**Transfer**").
- 6.2. The Deposit shall be paid into the trust account of the conveyancer at _____ with account number _____ and branch code _____ and held in an interest bearing account for the benefit of the Purchaser until receipt of written notification from the Conveyancers of the lodgement of the Transfer documents (the "**Lodgement**"), at which point and subject to clause 14.3 below and the remaining provisions of this Agreement, such Deposit plus any interest earned thereon, shall be paid over to the Conveyancers, less an amount equal to the brokerage in clause 14.2 below.
- 6.3. The Purchaser shall be entitled to interest earned on the Deposit at the rate paid by the Standard Bank of South Africa Limited, from time to time, on Retail Call Deposits on the amount in question.
- 6.4. The balance of the Purchase Price will be secured by a bank guarantee/s issued in favour of the Seller and existing bond holders from a recognised financial institution acceptable to the Seller (or such other undertaking acceptable to the Seller), which will be subject only to the Transfer taking place, the cancellation of all existing mortgage bonds and the registration of a mortgage bond in favour of the financial institution. Such guarantee/s or undertaking shall be delivered by the Purchaser to the Conveyancers within 14 (fourteen) days of the Conveyancers' written request, which request may be made at any time after the fulfilment or waiver of the Suspensive Condition/s referred to in clause 7.1 below, or as otherwise provided for.
- 6.5. In circumstances where the balance of the Purchase Price payable in terms hereof is not sufficient for the Conveyancers to secure guarantees, undertakings and/or other payments required prior to the Lodgement, the Purchaser agrees that the Deposit plus any interest earned thereon, may be paid over to the Conveyancers when called for, prior to the Lodgement, in order to secure such guarantees, undertakings and/or payments, provided that:-
- 6.5.1. such Deposit payment, plus any interest earned thereon, shall only serve as security and remain held in trust by the Conveyancers for the benefit of the Purchaser until the Transfer; and

6.5.2. eXp 's brokerage claim is secured to eXp 's reasonable satisfaction.

6.6. Notwithstanding any provision to the contrary in this Agreement, the Purchaser reserves the right to register a mortgage bond over the Property simultaneously with the Transfer, provided that obtaining and registering such bond does not unreasonably delay the Transfer.

7. **SUSPENSIVE CONDITION**

7.1. This Agreement shall be subject to the suspensive condition (the "**Suspensive Condition**") that:

7.1.1. Mortgage Financing

7.1.1.1. subject to clauses 7.1.1.2 to 7.1.1.4 below (both inclusive), the Purchaser obtains approval for a loan to finance the amount of R[_____ (_____rand)] against security of a mortgage bond registered over the Property and on such terms and subject to such conditions as are ordinarily imposed by mortgage lending financial institutions (the "**Mortgage Lender**"), by no later than the _____ day of _____;

7.1.1.2. the Suspensive Condition set out in clause 7.1.1.1 above shall be deemed to have been fulfilled on the date upon which the Mortgage Lender issues a written loan quotation or similar documentation, approving or offering the loan sought (the "**Loan Approval Document**") to the Purchaser;

7.1.1.3. the Purchaser undertakes to use his/her/its best efforts and endeavours to qualify for such loan and knows of no factors which might prevent the Mortgage Lender from issuing the Loan Approval Document. The Purchaser further undertakes to provide all information required to submit the loan application within 5 (five) business days after being called upon to do so; and

7.1.1.4. if the Loan Approval Document is not issued by the date referred to in clause 7.1.1.1 above, then the period for fulfilment of this Suspensive Condition shall be extended automatically for a further 14 (fourteen) days.

- 7.2. The Suspensive Condition has been inserted for the benefit of the Purchaser, who/which may waive the Suspensive Condition by giving notice in writing to the Seller at any time prior to the date for fulfilment or waiver.
- 7.3. Subject to clause 7.1.1.4 above, the Parties may only extend the due dates for fulfilment or waiver of the Suspensive Condition by written agreement.
- 7.4. The Purchaser shall do all things reasonably necessary to procure the timeous fulfilment of the Suspensive Condition.
- 7.5. If the Suspensive Condition is not fulfilled or waived by the due date therefor, then this Agreement shall become null and void and the Deposit and any interest accrued thereon, shall be repaid in full to the Purchaser within 5 (five) business days after such date.

8. OCCUPATION

- 8.1. The Seller shall give the Purchaser occupation of the Property on the date of the *Transfer at _____h00 on _____ [*Delete whichever is not applicable.]
- 8.2. Occupation of the Property shall be vacant unless the Property is occupied by a tenant in terms of any lease agreement.
- 8.3. If the Property is occupied in terms of any lease agreement, a copy of such lease agreement shall be attached to this Agreement.
- 8.4. If the date of occupation does not coincide with the date of the Transfer, the party in occupation whilst the Property is registered in the name of the other party, shall, in consideration therefor, and for the period of such occupancy, pay to the Conveyancers, in addition to the costs of electricity, water, sanitation and any other municipal services consumed at or on the Property, occupational interest of R_____ (_____rand) monthly in advance from date of occupation. No tenancy shall be created by the Purchaser taking occupation prior to the Transfer and the Purchaser shall immediately vacate the Property upon the termination or cancellation of this Agreement (i.e. the Purchaser shall not be regarded as a tenant and shall vacate the Property if for whatever reason this Agreement fails or is terminated, and the Transfer cannot be affected). The Purchaser shall not be entitled to make any alterations or additions to the Property prior to the Transfer.
- 8.5. The Purchaser shall not be given occupation of the Property until all the costs of the Transfer and the Deposit have been paid, the guarantee referred to in clause 6.4 above has been delivered, all necessary bond and the Transfer documents have been signed to the

satisfaction of the Conveyancers, and the Purchaser is not otherwise in breach of any of the provisions of this Agreement.

9. **POSSESSION, OWNERSHIP, BENEFIT AND RISK**

Possession and ownership of and all benefits and risk in the Property shall pass to the Purchaser against the Transfer, from which date the Purchaser shall be liable for, amongst other things, all rates, taxes and/or levies pertaining to the Property. Prepayments made by either party for any period subsequent to the Transfer shall be adjusted proportionately. The Seller shall maintain adequate insurance cover on the Property until the Transfer.

10. **TRANSFER AND TRANSFER COSTS**

10.1. The Transfer shall be effected by the Conveyancers as soon as reasonably possible, provided that the Purchaser has complied with the provisions of clause 6 above, signed all necessary bond and the Transfer documents and paid all necessary costs of the Transfer. The Purchaser acknowledges that the Transfer process may be delayed for reasons beyond the control of either the Seller or the Purchaser.

10.2. The Purchaser shall not be entitled to cancel this Agreement or to refrain from paying any other amount payable by it/him/her in terms of this Agreement by reason of any reasonable delay in effecting the Transfer.

10.3. Should the Purchaser fail to comply with any of the Purchaser's obligations relating to the Transfer then, without further notice to the Purchaser, interest shall accrue at the prime rate on the Purchase Price or the balance thereof. The prime rate applicable shall be the publicly quoted basic rate of interest rate quoted by the Standard Bank Limited, in respect of overdraft advances, as evidenced by a certificate signed by any manager of such bank, whose authority and appointment it shall not be necessary to prove. Interest shall accrue and be calculated from the due date for delivery or performance until the date upon which the Purchaser has complied with all the Purchaser's obligations relating to the Transfer and shall be paid by the Purchaser to the Seller before the Transfer.

10.4. The Purchaser shall: -

10.4.1. in addition to the Purchase Price, pay all costs and charges of and incidental to the Transfer, including transfer duty and such administrative amounts as may be necessary to obtain a rates and/or levy/ies clearance certificate to facilitate the Transfer. The costs and charges contemplated in this clause 10.4.1 specifically exclude any rates, taxes, levies and/or arrear municipal charges that the Seller is

liable for in any period prior to the Transfer and which the Seller must pay in order to obtain a rates and/or levy/ies clearance for the Transfer; and

10.4.2. provide all information and sign all the Transfer documents, within 5 (five) business days after being called upon by the Conveyancers to do so.

10.5. The Purchaser should take note that it/he/she shall be responsible for the following costs in addition to the Purchase Price and the Transfer costs referred to in clause 10.4.1 above:-

10.5.1. value-added tax ("VAT") levied in terms of the Value-Added Tax Act, 1991 (the "VAT Act") or transfer duty levied in terms of the Transfer Duties Act, 1949, whichever may be applicable, as contemplated in clause 11 below;

10.5.2. the legal costs charged by the Conveyancers, determined in accordance with the tariffs set by the relevant law society or otherwise as agreed between the Conveyancers and the Purchaser; and

10.5.3. the costs of registering any mortgage bond.

10.6. Where there is an existing mortgage bond registered over the Property, the Seller shall be responsible for any costs incurred in cancelling such mortgage bond.

11. **TRANSFER DUTY / VALUE-ADDED TAX**

11.1. If the Seller is not a vendor for purposes of the VAT Act then, subject to clause 11.3 below, this sale shall be subject to payment of transfer duty in terms of the Transfer Duty Act, 1949.

11.2. If the Seller is a vendor for purposes of the VAT Act, and VAT is payable by the Seller in respect of this sale, then the Purchase Price is exclusive of VAT.

11.3. Notwithstanding the above clauses, if this Agreement was concluded by both parties on the mistaken assumption that the sale is not subject to VAT and it subsequently transpires that VAT is payable in respect of this sale, then the Purchase Price shall be deemed to be inclusive of VAT, but the Purchaser undertakes and confirms that he/she/it shall immediately upon written request from the Conveyancers, pay the Conveyancers the equivalent amount of transfer duty that would have been payable on the Purchase Price had VAT not been payable, as part payment towards the VAT and the Seller shall be liable for the payment of the balance so as to ensure payment of the VAT amount due.

12. FIXTURES AND FITTINGS

12.1. The Property is sold together with all fixtures and fittings of a permanent nature in or attached to the Property, including the following: automatic garage door and gate mechanism/s with the remote control/s, automatic pool cleaning equipment, pool pump, filter, chlorinator, burglar alarm system, fitted burglar bars and security gates, built-in oven, hob and extractor fan, curtain rods, rings, rails and blinds, electric light fittings and chandeliers, fitted carpets, fitted ,cupboards, shelves, fitted mirrors, irrigation system, TV aerial and satellite dish; and

12.2. [•] **[Insert/Delete whichever is not applicable.]**

12.3. The Seller warrants that the fixtures and fittings referred to in clause 12.1 above, form part of the Property, are owned by the Seller and are in working order as at the date of the Transfer or the date of occupation, whichever occurs first.

13. COMPLIANCE CERTIFICATES

13.1. Electrical Compliance Certificate

The Seller shall provide the Purchaser, by delivery to the Conveyancers, with a Certificate of Compliance issued in terms of the Electrical Installation Regulations, 2009, issued under the Occupational Health and Safety Act 85 of 1993 ("**OHSA**"), by not later than the date of the Transfer. Insofar as the accredited electrician appointed by the Seller to provide such certificate requires remedial or rectification electrical work to be carried out as a precondition to the issue of such certificate, the Seller will procure that such work is carried out and will do so at the Seller's sole cost and expense. The certificate shall not pre-date the date of the Transfer by more than 2 (two) years.

13.2. Gas Installation **[*To be deleted if not applicable.]**

13.2.1. Where a gas installation is situated on the Property and ownership of such installation will vest in the Purchaser after the Transfer, the Seller shall provide the Purchaser, by delivery to the Conveyancers with a certificate of conformity issued by an authorised person in terms of Government Regulation No. 734 of 2009, by not later than the date of the Transfer. Insofar as the authorised person appointed by the Seller to provide such certificate requires corrective work to be carried out as a precondition to the issue of such certificate, the Seller will procure that such work is carried out at the Seller's cost and expense.

13.2.2. Existing certificates shall not pre-date the date of acceptance of the offer by more than 2 (two) years.

13.3. Electrical Fence Certificate [*To be deleted if not applicable.]

Pursuant to the promulgation of the Electrical Machinery Regulations 2011, promulgated in terms of the OHSA, and if applicable the Seller shall, at the Seller's expense, provide the Purchaser with an Electric Fence System Certificate of Compliance (the "certificate") prior to the date of the Transfer. Such certificate shall be issued by a registered electric fence installer in accordance with the provisions of Regulations 12(4) and 13(1) of the Electrical Machinery Regulations, 2011 and confirm that the electric fence system is deemed to be reasonably safe when properly used. Should corrective work be required prior to the issue of the certificate, the work shall be carried out at the expense of the Seller.

14. **ESTATE AGENT AND BROKERAGE**

14.1. The Purchaser warrants that he/she/it has not, prior to the submission of this offer, viewed the Property through any estate agent or agency other than eXp.

14.2. The Seller shall pay eXp's brokerage calculated at the rate of _____% (_____percent) on the Purchase Price, plus VAT on such brokerage, which brokerage shall be due and payable by the Seller on the Transfer or otherwise as contemplated in clauses 14.4 and 14.5 below where applicable.

14.3. On the Transfer or on the date of cancellation or termination of this Agreement by mutual consent between the Seller and the Purchaser, or in circumstances contemplated in clauses 14.4 and 14.5 below, eXp may appropriate the Deposit to meet its brokerage claim and if such Deposit is insufficient and/or is held by the Conveyancers, or there is no such Deposit, then the Conveyancers are irrevocably authorised by the Seller and the Purchaser to deduct and pay over to eXp the brokerage from either the Deposit and/or any other funds held by the Conveyancers.

14.4. If this Agreement is cancelled as a consequence of a default or breach by the Purchaser, the Purchaser acknowledges that he/she/it shall be liable to eXp for the payment of an amount equal to the brokerage (plus VAT) which would have been paid by the Seller had this Agreement not been cancelled. The Purchaser acknowledges if this Agreement is cancelled because of his/her/it's breach or default, eXp will suffer damages in the form of the loss of its brokerage and, accordingly, the Purchaser will be liable to eXp for the payment of this amount.

14.5. If this Agreement is cancelled, terminated or rescinded as a consequence of or pursuant to a default or breach by the Seller, then the Seller acknowledges that he/she/it will nevertheless remain liable for the payment of the brokerage due to eXp and shall immediately on demand pay such brokerage plus VAT thereon to eXp.

15. **WARRANTIES BY THE PARTIES**

The parties warrant in favour of one another that: -

15.1. it/he/she has the legal capacity and has all necessary approvals required to empower and authorise it/him/her to enter into this Agreement and that such approvals pre-date the date of signature of this Agreement by both parties; and

15.2. it/he/she is not aware of the existence of any fact or circumstance that may impair its/his/her ability to comply with all of its/his/her obligations in terms of this Agreement: and

15.3. the natural person who signs this Agreement on behalf of any company, close corporation or trust warrants that he/she is duly authorised to so sign.

16. **BREACH**

16.1. Should any party (the "**Defaulting Party**") breach any of the terms of this Agreement and fail to remedy such breach within 5 (five) business days of the date of delivery of written notice given by the aggrieved party (the "**Aggrieved Party**") to the Defaulting Party specifying the breach and demanding it be remedied, then the Aggrieved Party shall be entitled, without prejudice to any other rights that the Aggrieved Party has in law or under this Agreement:-

16.1.1. to claim specific performance; or

16.1.2. to cancel this Agreement and claim such damages as it may have sustained.

16.2. Where the Purchaser is the Defaulting Party and fails to remedy the breach timeously, the Seller shall be entitled, subject to applicable law and eXp's right to first exercise its right to claim and deduct any amounts due to it in terms of clause 14.4 above, to retain the Deposit and any other monies paid by the Purchaser on account of the Purchase Price as a cancellation penalty.

16.3. Should a party choose to enforce rights by way of legal proceedings, then the parties agree that any costs awarded will be recoverable on the scale as between attorney-and-own-client, unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the scale of costs so ordered.

17. **ADDRESS FOR NOTICES AND LEGAL PROCESS**

17.1. The parties choose their respective addresses set out in the Schedule of Particulars for all purposes arising out of or in connection with this Agreement, as the addresses at which all legal documents and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the parties.

17.2. All notices to be given in terms of this Agreement must be given in writing and will:-

17.2.1. be delivered by hand, sent by telefax or pre-paid registered post, and not by way of email;

17.2.2. if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day;

17.2.3. if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

17.2.4. if delivered by pre-paid registered post, be presumed to have been received 3 (three) days after posting unless earlier delivery of such written notice can be proved.

17.3. Notwithstanding the above, any notice given in writing and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

18. **WITHHOLDING TAX OBLIGATION***

[*This clause is only applicable where the Purchase Price is more than two million rand.]

If the Purchase Price is more than R2,000,000 (two million rand), then the Seller hereby warrants that she/he/it,* is/is not [***Delete whichever is not applicable**] a resident of the Republic of South Africa upon a proper interpretation of the terms of the Income Tax Act 58 of 1962 (the "**Income Tax Act**"). If the Seller is a non-resident as contemplated in the Income Tax Act, the Seller and Purchaser hereby record that they are aware of an obligation on the part of the Conveyancer to withhold a prescribed portion of the Purchase Price from the Seller, and pay such withheld portion to the

South African Revenue Services ("**SARS**") in terms of Section 35A of the Income Tax Act or to refund the amount withheld if no income tax is payable.

19. **SIGNAGE**

The parties hereby grant eXp permission to erect a "Sold" sign on the Property for a period of 90 (ninety) days after the date of signature of this Agreement by the Seller.

20. **GENERAL CLAUSES**

20.1. Joint and Several Liability / Surety and Co-Principal Debtor

Where the Purchaser is a Company, Close Corporation, Trust or other juristic person, the natural person who represents the Purchaser in making this offer shall by his/her signature be bound with the Purchaser as surety for and co-principal debtor with the Purchaser and shall (notwithstanding the provisions of clause 17 above) be deemed to have chosen the legal address of the Purchaser as his/her address for all purposes arising from the acceptance of this offer.

20.2. Applicable Law and Jurisdiction

20.2.1. This Agreement will in all respects be governed by the laws of the Republic of South Africa.

20.2.2. The parties hereby consent and submit to the non-exclusive jurisdiction of the division of the High Court of South Africa which has jurisdiction in relation to any dispute arising from or in connection with this Agreement. To the extent applicable, either party may instead refer any dispute to an alternative dispute resolution process, forum or body as may be prescribed or allowed by law.

20.3. Entire Agreement

This Agreement constitutes the whole of the agreement between the parties relating to the matters dealt with herein (i.e. the parties intend to rely only on this Agreement as the sole record of their agreement) and, save to the extent required or imposed by law, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the parties.

20.4. Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of this Agreement or any part hereof will be of any force or effect unless in writing and signed by the parties.

20.5. No Waiver

No waiver by any party of any right arising out of or in connection with this Agreement will be of any force or effect unless in writing and signed by such party. Any such waiver will be effective only in the specific instance and for the purpose given.

20.6. Separate Clauses

All clauses in this Agreement are separate and severable from each other and will each be capable of standing on their own. Any provision or clause of this Agreement which is or becomes unenforceable or illegal may be removed or severed from this Agreement as if it never formed part of this Agreement while the remaining provisions or clauses will continue to operate and be of full force and effect.

20.7. Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect any provisions of this Agreement that provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

20.8. No Assignment

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either party without the prior written consent of the other party, save as otherwise provided herein.

21. **OTHER TERMS AND/OR CONDITIONS**

21.1. _____

_____]

SELLER

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

SPOUSE OF SELLER

[Where applicable or where the Seller is married in community of property]

Signature: _____

PURCHASER

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

If the Purchaser is married in community of property, his/her spouse must complete and sign the following: -

I, [•], the spouse of the Purchaser, to whom I am married in community of property consent: -

- to my spouse concluding this Agreement; and
- in terms of section 15(2) of the Matrimonial Property Act, 1984, as amended, to my spouse binding himself/herself as surety for the obligations referred to in and under the provisions of this Agreement.

SPOUSE OF PURCHASER

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____

eXp hereby accepts the benefit of all clauses and provisions stipulated in its favour or for its benefit in terms of this Agreement.

_____ (add agents name) being an Independent Estate
Agent of eXp Realty South Africa Proprietary Limited