

"TA20"

OFFER TO PURCHASE IMMOVABLE PROPERTY

Entered into by and between:

**THE PROVINCIAL GOVERNMENT WESTERN CAPE IN ITS DEPARTMENT OF TRANSPORT AND
PUBLIC WORKS**

(Herein represented by in his/her capacity as
.....)

(Hereinafter referred to as "**the Seller**")

and

.....

(Herein represented by in his/her capacity as
.....)

(Hereinafter referred to as "**the Purchaser**")

WHEREAS

The Seller is the registered owner of immovable properties described as **Erf 1675** an unregistered portion of **Erf 1424 Sea Point** in extent approximately 1034 square metres, and the **Remainder of Erf 1424 Sea Point** in extent approximately 15,316 square metres, in the City of Cape Town, Cape Division, Province of the Western Cape; and

The Seller has decided to make the properties available on a public offer basis and the Purchaser offers to purchase the properties from the Seller on the terms and conditions as more fully described hereunder:

1. THE SALE

- 1.1 The Purchaser hereby offers to purchase from the Seller the properties known as **Erf 1675** an unregistered portion of **Erf 1424 Sea Point** 1034 square metres in extent, and the Remainder of **Erf 1424 Sea Point** 15,316 square metres in extent, as indicated on the attached Survey Diagrams (hereinafter referred to as "**the Properties**"), for a purchase price of R..... (.....Rand), (hereinafter referred to as "**the Purchase Price**"), payable as set out in clauses 1.2 to 1.7 of this Offer to Purchase (hereinafter referred to as "**the Deed of Sale**").
- 1.2 A deposit of 10% (ten percent) of the Purchase Price shall be paid by the Purchaser within 30 (thirty) days after the Purchaser has been informed in writing that the Purchaser's offer was accepted.
- 1.3 The Purchaser shall pay the balance of the Purchase Price against registration of transfer of the Properties into the name of the Purchaser.
- 1.4 A reasonable cancellation fee will be payable by the Purchaser and will be set off against the deposit in the event of breach of contract by the Purchaser that leads to a cancellation of this Deed of Sale.
- 1.5 The Purchaser shall submit with the offer substantial written proof from a reputable financial institution that the Purchaser has access to sufficient funds for the purchase of the Properties to the Seller's satisfaction, failing which this Deed of Sale shall be of no force or effect.
- 1.6 The Purchaser shall be liable for the costs of issue of the guarantee/s, which guarantee, unless the Seller's Attorneys otherwise agree, shall emanate from a commercial bank, registered building society or similar financial institution to the satisfaction of the Seller.
- 1.7 All or any payments to be effected hereunder shall be effected by the Purchaser to the Seller and/or the Seller's Attorneys free of bank charges at Cape Town and without deduction or set-off.

2. DATE OF SALE

The date of sale will be the date of signature of this Deed of Sale by the Seller.

3. POSSESSION, OCCUPATION AND RISK

3.1 Possession and occupation of the Properties will be given to and taken by the Purchaser on date of registration of transfer, provided that the Parties may agree in writing to an earlier date of possession and occupation, in which case the provisions of clause 11 shall apply to payment by the Purchaser of occupational interest.

3.2 All risk in the Properties will pass to the Purchaser on the date on which the Purchaser takes possession and occupation of the Properties.

4. NO SUBSTITUTION OR CESSION AND TRANSFER

The Purchaser shall not be entitled to nominate another person, natural or otherwise, to be substituted as Purchaser in the Purchaser's place in terms of this Deed of Sale, nor shall the Purchaser be entitled to cede or transfer any of the Purchaser's rights or obligations in terms of this Deed of Sale to another party.

5. TRANSFER

Transfer will be given by the State Attorney and taken by the Purchaser as soon as possible after signing of the Deed of Sale by the Seller.

6. TRANSFER COSTS AND VALUE ADDED TAX (VAT)

The Purchaser shall on demand pay transfer costs, registration of bond costs, transfer duty, stamp duty, Value Added Tax (VAT) if applicable and all other fees and charges necessary for or incidental to transfer of the Properties in the name of the Purchaser, and shall on demand sign all documents that are required to effect transfer of the Properties.

7. RATES AND TAXES

The Purchaser shall pay all rates, taxes and like charges levied in respect of the Properties as from the date upon which the Purchaser takes possession thereof.

8. AMENDMENTS

No amendment or consensual cancellation of this Deed of Sale shall be of any force or effect unless reduced to writing and signed by both Parties.

9. TITLE AND OTHER CONDITIONS

- 9.1 This sale is subject to each and every condition and servitude specified in the original and subsequent title deeds and to all other rights and conditions imposed by any statutory authority and to any approval or permit or waiver of pre-emptive right in terms of any law as may be applicable, as well as the conditions set out in the offer documents which form part of, and are incorporated in this Deed of Sale.
- 9.2 Without detracting from the generality of the foregoing provisions, the Properties is sold subject to such conditions, or any amendment thereof, imposed by the relevant statutory authority when approving the subdivision of the land of which the Properties forms part and the conditions of establishment of the relevant township, or any amendment thereof.
- 9.3 The following, *inter alia*, are applicable: -
- 9.3.1 the owner of this Properties shall, without compensation be obliged to allow electricity, telephone and television cables and/or wires and main and/or other water-pipes and the sewage and drainage, including storm water of any other erf or erven inside or outside this township to be conveyed across this Properties, if deemed necessary by the local or other statutory authority and in such manner and position as may from time to time be reasonably required. This shall include the right of access to the Properties at any

reasonable time, for the purpose of constructing, altering, removing or inspecting any works connected with the above;

9.3.2 The Properties shall furthermore be used subject to the conditions and restrictions stipulated by the Town Planning Scheme.

9.4 The conditions as set out in clause 9.3 shall, upon registration of transfer of the Properties in the Purchaser's name, be registered against the titled deed of the Properties.

10. STATUTORY PROVISION

10.1 The Purchaser hereby acknowledges that:

10.1.1 The Western Cape Provincial Cabinet, after consulting the Provincial Property Committee, appointed in terms of Regulation 3(1) of the Western Cape Land Administration Act, 1998, (hereinafter referred to as "**the Act**"), may within 21 (twenty one) days after receipt of written representations received pursuant to section 3(3) of the Act, or such longer period not exceeding 3 (three) months as the Provincial Cabinet may determine in writing prior to the expiry of that 21 (twenty one) day period, resile from this Deed of Sale; and

10.1.2 in the event of the Provincial Cabinet so resiling, the Purchaser will have no right of recourse against the Seller or any of its organs or functionaries, but if the Seller intends to sell the Properties for more than the Purchase Price specified in this Deed of Sale within a period of 3 (three) months from the date when it resiled from this Deed of Sale, the Seller must first offer to sell the Properties to the Purchaser at that price.

11. OCCUPATIONAL INTEREST

If the Parties have agreed in writing, as contemplated in clause 3 above, that the Purchaser will be given possession and occupation of the Properties on a date prior to the date of registration of transfer, occupational interest equal to 1% (one per cent) of the Purchase Price shall be payable monthly in advance by the Purchaser to the Seller, with effect from the agreed date of possession

and occupation until date of registration of transfer of the Properties into the Purchaser's name.

12. ENTIRE AGREEMENT

- 12.1 This Deed of Sale, together with all the offer documents that form part of the Deed of Sale, constitutes the entire agreement between the Parties pertaining to the subject matter thereof and no amendments thereto shall be of any force or effect unless reduced to writing and signed by both Parties.
- 12.2 If any of the clauses of this Deed of Sale or any provision or condition contained in the offer documents are found to be invalid or not binding on the Parties, such finding will not effect the validity of this Deed of Sale and the Parties agree to be bound by the other provisions hereof.
- 12.3 In the event of any conflict between any of the terms and conditions as set out in this Deed of Sale (excluding the offer documents) and any of the contents of the offer documents, the terms and conditions of this Deed of Sale (excluding the offer documents) will prevail over the contents of the offer documents.

13. DOMICILIA CITANDI ET EXECUTANDI

- 13.1 The Seller hereby nominates 4th Floor, 9 Dorp Street, Cape Town, 8001, as its *domicilium citandi et executandi* for all purposes arising out of this Deed of Sale, and as a good and proper address to which any notices which have to be given to it by the Purchaser may be sent and any legal process delivered. Any notice will be deemed to be legally delivered if delivered by hand or sent by registered post to that address, in which event it will be conclusively deemed to have been received, in the event of hand-delivery, on the date of delivery, or, in the event of delivery by registered post, on the seventh day after the posting thereof.
- 13.2 The Purchaser hereby nominatesas its *domicilium citandi et executandi* for all purposes arising out of this Deed of Sale, and as a good and proper address to which any notices which have to be given to it by the Seller may be sent and any legal process delivered. Any

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14. BREACH OF AGREEMENT

- 14.1 Should either party commit or permit a breach of any of the terms or conditions set out herein and fail to remedy such breach within 7 (seven) days after delivery of written notice requiring the defaulting party to remedy such breach, the non-defaulting party will be entitled (in addition and without prejudice to any other rights available at law):
- 14.1.1 To cancel the Deed of Sale by written notice to the defaulting party, in which event the defaulting party, if it is the Purchaser, shall forthwith restore possession and vacant occupation of the Properties to the Seller, without prejudice to the Seller's other legal rights and remedies and the right to claim damages, and if the defaulting party is the Seller, all funds paid to the Seller will be refunded to the Purchaser; or
- 14.1.2 To claim and enforce the immediate fulfilment of all the terms and conditions hereof and claim damages suffered by the non-defaulting party as a result of the defaulting party's breach of contract.

15. INTERPRETATION

Words importing the singular will, unless the context indicates otherwise, include the plural and vice versa, and words importing the masculine will include feminine and neuter, and words importing persons will include partnerships, bodies corporate and juristic persons. The head notes to paragraphs in this agreement are inserted for reference purposes only and will not affect the interpretation of any provision thereof.

16. RELAXATION OF TERMS

No indulgence or extension of time which either party ("the Grantor") may allow for the performance of any of the obligations of the other party in terms hereof will be deemed to be a waiver of or in any way prejudice the Grantor's right to require strict and punctual compliance with all the terms and conditions set out herein.

THUS DONE AND SIGNED AT

ON THIS DAY OF 2015

WITNESSES:

1.

.....

.....

PROVINCIAL GOVERNMENT WESTERN
CAPE

THUS DONE AND SIGNED AT

ON THIS DAY OF 2015

WITNESSES:

1.

.....

2.

PURCHASER