



# Van Deventer & Van Deventer

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## OFFER TO PURCHASE

### 购买意向书

FROM 来自:

\_\_\_\_\_

(hereinafter referred to as the PURCHASER) (以下简称买方)

TO 至:

\_\_\_\_\_

(hereinafter referred to as the SELLER) (以下简称卖方)

Detailed descriptions of the parties appear on the information sheet attached hereto, which forms part of this agreement.

有关各方的详细说明见本协议附件中的信息表，该信息表构成本协议的一部分。

I, the undersigned, \_\_\_\_\_(the PURCHASER) hereby offer to purchase (and once this offer has been accepted, I understand that it will become a valid and binding deed of sale) fixed property being:

241/5000

我，签署人，\_\_\_\_\_（买方）在此提出购买（并且一旦此要约已被接受，我知道它将成为有效且具约束力的销售契据）固定资产是：

Erf No _____ measuring _____ sqm situated and known as _____ (hereinafter referred to as the PROPERTY)
Current Rates p.m. R _____ Current Home Owners Association Levy p.m R _____
地号 号码 _____ 位于 _____ 平方米的位置，被称为 _____（以下简称“物业”）
目前每月地税 R _____ 当前房主协会每月物业费 R _____

OR 或

Sectional Title Unit consisting of:
(i) Section No. _____ Unit No. _____ measuring _____ sqm as per Sectional Plans known as _____
(ii) Undivided share in the Common Property in accordance with the participation quota of _____

**Johannesburg Office:**

T: +27 (0) 87 357 8811  
F: +27 (0) 86 411 7980  
7 Mellis Avenue, Bradenham Hall  
Ground floor, North block, Sandton.  
P.O.Box 71466, Bryanston, 2120  
Docex: 38 Rivonia

**Cape Town Office:**

T: +27 (21) 982 2629  
F: +27 (86) 411 7980  
2 Arauna Street, Brackenfell  
Cape Town, PO Box 1841  
Brackenfell, 7561  
Docex: 9 Brackenfell

**Directors**

Arno Van Deventer (LL.B)  
Cor Van Deventer (LL.B)

**Associates**

Gerda Pretorius

Company Reg. No. 2016/316132/21 Vat No. 4410276309

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the Section (being \_\_\_\_\_ (PQ) of the whole complex).

(iii) Exclusive right of use of:  
Labour Quarters No. \_\_\_\_\_ Storeroom No. \_\_\_\_\_ Garage No. \_\_\_\_\_ Carport No. \_\_\_\_\_  
Parking No. \_\_\_\_\_ as specified on the Sectional Plan, or as per the Body Corporate  
Resolution, or as provided for in the rules of the Body Corporate.  
It has been clearly explained to me that the right of use as aforementioned is provided for  
in either the title deed of this property or the rules, whichever is applicable.

(iv) Current Levy p.m. R \_\_\_\_\_ Current Rates p.m. R \_\_\_\_\_  
(Hereinafter referred to as the PROPERTY)

The Purchaser acknowledges that he has been alerted by the SELLER to the fact that the Developer / Body  
Corporate has reserved the right of Further Development in terms of Section 25 of the Sectional Titles Act of  
1986

产权分块划分包括:

(i) 分块编号 \_\_\_\_\_ 单位编号 \_\_\_\_\_, 按照已知的分节图计量 \_\_\_\_\_ 平方米

(ii) 按照参与配额分配共同财产  
该分块 (整个综合体的 \_\_\_\_\_ (PQ) )。

(iii) 独家使用权:  
劳工宿舍编号 \_\_\_\_\_ 营业厅编号 \_\_\_\_\_ 车库编号 \_\_\_\_\_ 车棚编号 \_\_\_\_\_ 停车位编号 \_\_\_\_\_,  
按照产权分块或者小区物业划分  
解决方案, 或者按照小区物业规则的规定。  
已经向我明确解释了上述使用权是规定的  
或以该土地产权分块财产或规则, 无论哪个适用。

(iv) 当前每月物业费 R \_\_\_\_\_ 当前每月地税 R \_\_\_\_\_  
(以下简称“物业”)

买方承认, 卖方已提醒他, 开发商/法人公司已根据 1986 年部分标题法第 25 条保留进一步开发权  
upon the following terms and conditions:

根据以下条款和条件:

1. **PURCHASE PRICE.** The Purchase Price for the PROPERTY is the sum of R \_\_\_\_\_  
payable as follows:

1. 购买价格。物业的购买价格的总和 R \_\_\_\_\_, 如下:

1.1 A deposit of R \_\_\_\_\_ shall be paid to the SELLER'S ATTORNEY to be  
held in trust and invested in an interest bearing account with a recognised Financial  
Institution approved by the Purchaser in writing to the benefit of the PURCHASER. This  
deposit to be paid within \_\_\_\_\_ days of acceptance of this offer or the fulfilment of  
suspensive conditions (if applicable) contained herein.

1.1 应向卖方的律师支付押金 R \_\_\_\_\_ 以支付给买方以书面形式向买方批准的  
认可金融机构的信托和有息账户。此存款将在接受此优惠的 \_\_\_\_\_ 天内付款或本文  
所含的中止条件 (如适用) 的规定。

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- 1.2 The balance of R\_\_\_\_\_ is payable against registration of the PROPERTY into the name of the PURCHASER, for which payment the PURCHASER shall, within 14 days of acceptance of this Offer or the fulfilment of the suspensive conditions (if applicable), whichever is the latter, furnish the SELLER'S Conveyancers with a Bank or Financial Institution's guarantee in such terms as may be reasonably required by the SELLER'S Conveyancers, providing for payment upon registration of transfer.
- 1.2 对于物业登记支付给买方的支付余额 R\_\_\_\_\_ 支付物业登记在买方的名义上，买方应在接受本要约后 14 天内或完成暂停条件（如适用），以后者为准，向卖方的转让人提供 银行或金融机构的担保条款可能由卖方的转让人合理要求，并在转让登记时提供付款。
2. **MORTGAGE BOND.** This entire agreement is conditional upon the Purchaser or the Agent on behalf of the Purchaser being issued with a quotation (as referred to in the National Credit Act 34 of 2005) by a Financial institute for a loan in the sum of R\_\_\_\_\_ or such lesser amount as the Purchaser agrees to in writing, on or before the \_\_\_\_\_. Such loan is to be secured by a mortgage bond to be registered over the PROPERTY simultaneously with transfer, This condition shall be deemed to be fulfilled upon notification by the Financial Institution of the Purchaser or his Agent of a quotation having being issued upon normal banking conditions,
2. 房屋按揭。整个协议的条件是买方或代理人代表买方向金融机构发出报价（如 2005 年国家信用法第 34 号所述），贷款金额为 R\_\_\_\_\_ 或较少金额 因为买方同意以书面形式，在\_\_\_\_\_全部 此类贷款将由抵押债券担保，并在转让的同时在物业上进行登记，此条件应被视为在金融机构通知买方或其代理人在正常银行业务条件下发行的报价后履行，
3. **CONDITION OF THE PROPERTY.**
3. **财产状况**
- 3.1 The document annexed hereto marked Annexure 'A', entitled "Statement relating to Property", forms part of this Offer. Unless stated otherwise in such document the Seller is not liable for any latent or patent defect in the Property existing at the date of sale or arising thereafter, or for the costs of repairing any such defect and/or any damages suffered by the Purchaser by reason of such defect, the understanding being that the Property is sold voetstoots ("as is").
- 3.1 本文附件中标有附件“A”，标题为“与财产有关的声明”，构成本要约的一部分。除非在该文件中另有规定，否则卖方不对该物业在销售日期或之后出现的任何潜在或专利瑕疵负责，也不承担由于买方原因而造成的任何此类瑕疵和/或任何损害的修理费用 这种缺陷的理解是，该房产以原样出售。
- 3.2 The PURCHASER confirms:
- 3.2 买方确认

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- 3.2.1 that he/she inspected the property fully prior to signature of this document, having been given adequate opportunity to do so and the Purchaser is satisfied with the property in all respects except to the extent stated otherwise in this document;
- 3.2.1 在签署本文件之前他/她已经充分检查了财产，并有充分的机会这样做，除非本文件另有说明，否则买方在所有方面都对财产感到满意；
- 3.2.2 that an inspection report signed by the Seller and his/her agent was handed to the Purchaser prior to signature of this agreement to assist the Purchaser to conduct a proper inspection of the property. (delete if not applicable)
- 3.2.2 卖方及其代理人签署的检查报告在签署本协议前已交给买方，以协助买方对该财产进行适当检查。（如果不适用则删除）
- 3.3 The property is sold subject to all the terms and conditions of title and all other conditions which may exist in regard thereto. The Purchaser has been made aware of the fact that the title deed to the property is available for inspection as a public document. If the property's size or dimensions have been erroneously described, the description thereof as in the Seiler's title deed shall apply and in such event, the parties agree to the rectification thereof in this agreement. The Purchaser is entitled to receive the property in the same condition as at date of this sale,
- 3.3 物业的销售须遵守所有权条款和条件以及可能存在的所有其他条件。买方已知悉该物业的业权契据可作为公开文件查阅。如果对财产的大小或尺寸进行了错误的描述，则按照卖方的所有权契约描述，并且在此情况下，双方同意在本协议中对其进行更正。买方有权收取与本次销售日期相同的财产，
4. **PASSING OF RISK.** All the benefits and risks of ownership of the PROPERTY shall pass to the PURCHASER with effect from the date of registration of transfer.
4. 转让风险。物业所有权的所有利益和风险应自转让登记之日起转给买方。
5. **OCCUPATION AND POSSESSION.** The SELLER undertakes to give and the PURCHASER agrees to accept occupation and possession \_\_\_\_\_ . If occupation date does not coincide with the date of registration of transfer, the party enjoying occupation of the PROPERTY whilst it is registered in the name of the other party, shall, in consideration of such occupation, pay the other party occupational interest of R\_\_\_\_\_per month in advance to the SELLER'S Conveyances.
5. 入住和占有。卖方承诺给予并且买方同意接收入住和占有\_\_\_\_\_。如果入住日期与过户登记日期不一致，则在以对方名义登记的情况下占有该物业的一方应考虑到该占用情况，提前支付对方每月的入住利息给卖方的代理人。

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5.1 If registration of transfer is not effected by \_\_\_\_\_, occupational interest shall increase to R\_\_\_\_\_ per month to date of transfer.

5.1 如果过户登记不受\_\_\_\_\_的影响，入住房产产生的利息应该在过户日期每月增加至 R\_\_\_\_\_。

5.2 If occupation is given prior to transfer, the PURCHASER will not make any alterations or additions to the property without the written consent of the SELLER,

5.2 如果在转让前入住房产，未经卖方书面同意，买方不得对该财产进行任何更改或添加，

5.3 The PURCHASER shall be obliged, in the event of the cancellation of this agreement to forthwith vacate the PROPERTY and restore it to the SELLER in the same condition as when the PURCHASER took occupation. The PURCHASER will have no claim whatsoever against the SELLER arising out of any alterations made to the PROPERTY by the PURCHASER.

5.3 买方有义务在本协议被取消的情况下立即腾空物业，并以与买方占用时相同的条件将其恢复至卖方。由于买方对该物业进行任何更改，买方将不会对卖方提出任何索赔。

6. **COSTS OF TRANSFER.** The PURCHASER shall bear the costs relating to the transfer of the Property and the registration of any mortgage bond over the Property, such to be paid to the Conveyancer on demand. The SELLER is not aware of any special levies imposed or about to be imposed by the Body Corporate or Managing Agents and confirms such herewith.

6. 转让的成本。买方应承担有关物业转让和物业上任何已经注册的房屋贷款费用，并在需要时支付给转让人。卖方并不知道小区物业或管理代理公司强加或将要施加的任何特别征税，并在此确认。

## 7. CERTIFICATES.

7 证书

### 7.1 ELECTRICAL COMPLIANCE CERTIFICATE.

#### 7.1 电气合格证书

The SELLER, as user of the electrical installations at the PROPERTY hereby sold, shall furnish a valid Certificate of Compliance, not older than 3 months from date hereof, in accordance with the provisions of the Electrical Installations Regulations as published in terms of (he Occupational Health and Safety Act in respect of the installation on the PROPERTY. Should there be a gas installation at the property, the SELLER shall furnish a valid certificate of compliance in terms of the same Act.

To further comply with Regulation 12 of the Electrical Machinery Regulations where applicable, it is necessary when transferring ownership of a property which has an electric fence system to provide a certificate of compliance. The electric fence system certificate is separate from the electrical compliance certificate as aforementioned. The certificate is transferable,

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卖方作为房产的出售者及电气装置的使用者，应根据“电气装置条例”的规定提供一份有效的合格证书，但不得超过3个月。健康与安全法案“中有关物业上的装置，如果物业上有天然气装置，卖方应按照同一法案提供有效的合格证明。

为了进一步遵守适用的“电气机械规范”第12条，有必要在转让具有电子围栏系统的财产的所有权时提供合格证明。如上所述，电子围栏系统证书与电气合格证书是分开的。证书可以转让，

### 7.2 BORER BEETLE CERTIFICATE (delete whichever sub -clause is not applicable):

### 7.2 甲虫害虫清理证书（删除不适用的任何子条款）：

(i) The parties have agreed that the SELLER shall provide a valid certificate from a registered Entomologist, that the accessible timbers in the buildings are free from any active wood destroying insects; OR

(i) 双方同意卖方应提供来自注册昆虫学家的有效证书，证明建筑物内的无障碍木材不含任何活性木材破坏昆虫；要么

(ii) Should the seller not be liable to provide a certificate as stated in (i) above, and should the bank granting the bond to the purchaser request a borer beetle certificate, a valid certificate from a registered Entomologist is to be obtained. The inspection certificate will be paid for by the PURCHASER, however should there be any work to be done to eliminate any infestation, such work will be paid for by the SELLER.

(ii) 如果卖方没有责任提供上述(i)所述的证明，并且银行向买方提供房贷时要求提供甲虫害虫证书，则应获得注册昆虫学家的有效证书。检验证书将由买方支付，但如果有任何工作要做，以消除任何侵扰，这些工作将由卖方支付。

### 8. ITEMS INCLUDED IN SALE.

### 8. 销售包括的物品。

FIXTURES AND FITTINGS. The PROPERTY includes all fixtures and fittings of a permanent nature in the buildings of the PROPERTY which the SELLER confirms to be in a good working order and fully paid for and specifically include all light fittings, fitted carpets, built in cupboards and burglar alarm. Gas bottles connected to a gas connection for which a certificate is required (if applicable) will be included in the sale.

固定装置和配件。该物业包括所有物业建筑物中永久性的固定装置和配件，卖方确认该物业处于良好工作状态并全额付清，并且特别包括所有的灯具，装有地毯的衣柜，橱柜和防盗报警器。连接到需要证书（如适用）的燃气连接的气瓶将包含在销售中。

MOVABLE ITEMS. The following items will be removed by the Seller:

可移动的物品，以下物品将被卖家移走

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The following movable items are included in the sale:

一下物品包括在销售中

LEASE. Delete either (1) or (2)

租赁合同会因（1）或（2）取消

(1) The Property is not subject to any lease agreement.

(1) 该物业不受任何租赁协议约束。

(2) The Property is let to \_\_\_\_\_ and the lease will expire on \_\_\_\_\_. The current rental is \_\_\_\_\_. The lessee has / does not have an option to renew the lease. (Delete whichever does not apply.) The Purchaser purchases the property subject to the rights of the tenant.

(2) 该物业被租给 \_\_\_\_\_，租约将于 \_\_\_\_\_ 到期。目前租金为 \_\_\_\_\_ 承租人无权续约租约。（删除不适用者。）买方购买受租户权利约束的财产。

10. **SALE OF PURCHASER'S PROPERTY.** This sale is subject to the sale of the PURCHASER'S property, situated at \_\_\_\_\_, free of suspensive conditions, or if suspensive conditions apply, such conditions must be fulfilled by \_\_\_\_\_. The SELLER acknowledges that the PURCHASER will be deriving funds for the furnishing of guarantees from the proceeds of the sale of the Purchaser's property and that the provisions of Clause 1.2 shall be subject to this paragraph, In the event of the guarantees not being available by \_\_\_\_\_ the SELLER shall be entitled to give notice to the PURCHASER in terms of Clause 17.

The SELLER'S Conveyancer will be entitled to a copy of the sale agreement of the PURCHASER'S property.

10. 出售买方的财产。此次出售必须出售买方的财产，位于

\_\_\_\_\_ 没有暂停条件，或者如果暂停条件适用，这些条件必须通过 \_\_\_\_\_。

卖方承认买方将从出售买方财产中获得的担保中获得担保，并且条款 1.2 的条款应受本条款的约束，如果担保不能被 \_\_\_\_\_ 卖方有权根据条款 17 向买方通知买方。

卖方的律师将有权获得买方财产的销售协议副本。

11. **REGISTRATION OF PURCHASER'S PROPERTY.** This sale is subject to the successful registration of the sale of the PURCHASER'S property situated at \_\_\_\_\_

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The SELLER acknowledges that the PURCHASER will be deriving funds for the furnishing of guarantees from the proceeds of the sale of his property and that the provisions of Clause 1.2 shall be subject to this paragraph. In the event of the guarantees not being available by \_\_\_\_\_ the SELLER shall be entitled to give notice to the PURCHASER in terms of Clause 17. The SELLER'S Conveyancer will be entitled to a copy of the sale agreement of the PURCHASER'S property.

11. 注册买方的财产。本次拍卖取决于买方成功注册买方的财产 \_\_\_\_\_ 卖方承认买方将从销售其财产所得收益中提取担保资金，并且第 1.2 条款的规定应受本条款的限制。如果担保无法通过 \_\_\_\_\_ 卖方有权根据第 17 条向买方发出通知。卖方的转让人有权获得买方财产的销售协议副本。
12. **BUILDING PLANS.** The SELLER is not aware of any structures erected on the Property without an approved building plan, other than the following:
12. 建设计划。卖方不知道未经批准的建筑规划在该建筑物上附加的任何建筑物，但以下情况除外:
13. **72 HOUR RATIFICATION.** Prior to the fulfilment of the suspensive conditions contained in clauses 2 and 10, the SELLER retains the right to continue marketing the PROPERTY which is the subject of this agreement and in the event of the SELLER receiving a satisfactory written offer free of suspensive conditions (which shall be interpreted to include an offer in which all suspensive conditions have been fulfilled) from a third party, he shall notify the PURCHASER in writing or by fax, furnishing the PURCHASER with a copy of such written offer and giving the PURCHASER 72 hours (excluding Saturdays, Sundays and public holidays) notice to waive or prove fulfilment of the suspensive conditions aforementioned, and if the PURCHASER fails to give the SELLER written or faxed notice of such waiver within such 72 hour period, the SELLER shall be entitled to cancel this agreement forthwith by giving written notice to the PURCHASER to that effect.
13. 72 小时批准。在满足第 2 条和第 10 条中规定的暂停条件之前，卖方保留继续销售作为本协议主体的财产的权利，并且如果卖方收到满意的书面要约，且没有中止条件 应被解释为包括所有暂停条件已满足的要约），他应通过书面或传真通知买方，向买方提供该书面要约的副本并向买方提供 72 小时（不包括周六，周日及公众假期）通知放弃或证明符合上述暂停条件，如果买方未在此 72 小时内向卖方发出书面或传真通知，则卖方有权取消该协议 随即就此向买方发出书面通知。
14. **ADDRESSES FOR LEGAL DOCUMENTS** All notices and legal processes connected with this agreement may be sent to the Seller and Purchaser at the following address:
14. 法律文件的地址与本协议有关的所有通知和法律程序可以通过以下地址发送给卖方和买方:

Purchaser: \_\_\_\_\_

买方:

Seller: \_\_\_\_\_

#### Johannesburg Office:

T: +27 (0) 87 357 8811  
F: +27 (0) 86 411 7980

7 Mellis Avenue, Bradenham Hall  
Ground floor, North block, Sandton.  
P.O.Box 71466, Bryanston, 2120  
Docex: 38 Rivonia

#### Cape Town Office:

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Brackenfell, 7561  
Docex: 9 Brackenfell

#### Directors

Arno Van Deventer (LL.B)  
Cor Van Deventer (LL.B)

#### Associates

Gerda Pretorius

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卖方

Either party may change the address on written notice to the other.

任何一方更改地址都可以以书面形式通知另一方。

15. **“SECTION 29A OF ALIENATION OF LAND ACT”**. Should the purchase price be R 250 000 or less the PURCHASER has the right to revoke this Offer or terminate the agreement in terms of Section 29A of the Alienation of Land Act No.68 of 1981 by notice to the SELLER. The notice to the SELLER must:

15.1 be in writing;

15.2 be delivered to the SELLER within 5 days of the PURCHASER signing this agreement (excluding the day of signing by the PURCHASER, Saturdays, Sundays and Public Holidays);

15.3 be signed by the PURCHASER or the PURCHASER'S agent acting on the PURCHASER'S written authority;

15.4 identify the offer or agreement, which is being revoked;

15.5 be delivered to the SELLER or the SELLER'S agent.

15. **“土地法第 29A 条”**。如果购买价格在 250 000 兰特以下，买方有权撤销此要约或根据 1981 年第 68 号“土地转让法”第 29A 节的规定，通过向卖方发出通知终止协议。通知卖方必须：

15.1 以书面形式；

15.2 在买方签署本协议后 5 日内（不包括买方签署的那一天，星期六，星期日和公众假期）交付给卖方；

15.3 由采购员或采购员的代理人根据采购员的书面授权签署；

15.4 确定正在撤销的要约或协议；

15.5 交给卖方或卖方的代理人。

16. **COMMISSION.**

16. **佣金**

16.1 The SELLER shall pay commission in the sum of R \_\_\_\_\_  
(in words \_\_\_\_\_)  
plus VAT to (“the Estate Agent”). The commission is earned upon signature of this document by both the Purchaser and the Seiler and the fulfilment (or waiver, as the case may be) of all suspensive conditions contained in this document, and is due and payable upon registration of transfer of the Property in the Purchaser's name or on cancellation in the circumstances contemplated in 16.3.1.

16.1 卖方应付佣金总额 R \_\_\_\_\_  
(用文字 \_\_\_\_\_)

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加上增值税（“房地产经纪人”），佣金由买方和卖方双方签署本文件以及本文件中包含的所有暂停条件的履行（或放弃，视情况而定）而获得，在物业以买方名义转让注册或在 16.3.1 中预期的情况下注销时支付。

16.2 The SELLER irrevocably authorises the Conveyancer ; namely

.....;

to pay the commission to the Estate Agent from the proceeds of the sale on registration of transfer to the extent that the proceeds are sufficient to cover such payment.

16.2 卖方不可撤销其代理人; 即.....

从转让登记的销售收益中向地产代理支付佣金，只要收益足以支付这笔款项。

16.3 Notwithstanding clauses 16.1 and 16.2, should this offer be accepted and the resultant agreement of sale is subsequently cancelled:

16.3 尽管有第 16.1 和 16.2 条的规定，如果该要约被接受并且随后取消由此产生的销售协议：

16.3.1 If the agreement is cancelled as a consequence of default by the Purchaser, the Purchaser acknowledges that he/she/it shall be liable to the Estate Agent for payment of the equivalent of the brokerage by way of liquidated damages without prejudice to the rights of the Estate Agent against the Seller in terms of this Agreement or otherwise.

16.3.1 如果由于买方违约导致协议被取消，买方承认他/她/它应该对房地产经纪人以支付违约金的方式支付相当于经纪费的款项，但不影响根据本协议或其他方式，地产代理对卖方的权利。

16.3.2 as a result of a breach by either the Purchaser or the Seller, the Estate Agent will immediately be entitled, but not obliged , to claim payment of the commission from the party at fault;

16.3.2 由于买方或卖方违约，地产代理将立即有权但没有义务向过错一方要求支付佣金;

16.3.3 by the Seller and Purchaser by mutual consent for whatever reason, the Estate Agent will immediately be entitled to payment of the commission from the Seller and the Purchaser, jointly and severally. The party making payment may claim from the other party one half of the amount so paid.

16.3.3 卖方和买方无论出于何种原因双方同意，地产代理将立即有权向卖方和买方共同和分别支付佣金。付款一方可以向另一方索赔一半数额的付款。

16.4 Should the commission be shared with another agency, the Conveyancing Attorneys are instructed to pay the commission directly to the respective agencies as follows:

16.4 如果佣金与其他机构分享，转交律师将被指示直接向各机构支付佣金如下：

16.4.1 Agency: R \_\_\_\_\_ plus VAT;

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外加增值税

16.4.2 Agency: R \_\_\_\_\_ plus VAT.

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**17. DEFAULT.**

**17 默认**

If either party fails to fulfil any of the conditions hereof, and remains in default for a period of 7 (seven) days after written notice has been given by the aggrieved party or his agents, then the aggrieved party shall be entitled without prejudice to any other legal right, to claim specific performance or cancellation of this contract and damages.

Should the Purchaser be the defaulting party and should the Seiler choose cancellation of this contract and claim damages as a remedy, the Seller shall be entitled

如果任何一方未能履行本协议的任何条件，并且在受害方或其代理人发出书面通知后的七（7）天内仍然存在违约，则受害方有权在不影响任何其他合法权利，要求具体履行或取消本合同和损害赔偿。

如果买方是违约方，如果卖方选择取消本合同并索赔损害赔偿作为补救措施，则卖方有权

17.1 to cancel this agreement and to retain, after payment of brokerage to the Estate Agent, the balance of the deposit or any other monies paid on account of the purchase price and/or costs and held by the Estate Agent and/or the Conveyancers as rouwkoop or penalty or as liquidated damages in respect of the prejudice suffered by the Seller; or

17.1 取消该协议，并在向房地产经纪人支付经纪费后保留由房产经纪人和/或转让人持有的按照购买价格和/或成本支付的存款余额或任何其他款项，作为代理人或押金担保或罚款或与卖方所受损害有关的违约赔偿金; 要么

17.2 to cancel this agreement and to claim and recover from the Purchaser damages sustained by the Seller as a consequence of the cancellation occasioned by the Purchaser's breach and pending determination of such damages to require the deposit or any balance of the deposit (after payment of brokerage to the Estate Agent and any other amounts paid by the Purchaser to the Conveyancers of the Estate Agent on account of the purchase price to be retained in trust for ultimate application to satisfy any successful claim brought by the Seller. The provisions of this clause, if applied by the Seller, shall not prejudice the rights of the Estate Agent pursuant to Clause 16.3.1.

The purchaser's attention is specifically drawn to this clause pursuant to the Consumer Protection Act 68 of 2008 and his initials hereto serves as proof thereof. Purchaser's Initials:.....

17.2 取消本协议并向买方索赔并从买方追偿因买方违约而取消赔偿而导致的损失，并等待确定此类损害赔偿要求存款或存款余额（支付经纪费用后 向房地产经纪人以及由买方支付给房地产经纪人转让人的任何其他金额，以保留信托作为最终申请的购买价格，以满足卖方提出的任何成功索赔要求。根据第 16.3.1 条的规定，卖方申请不会损害房地产经纪人的权利。

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购买者的注意力是根据 2008 年第 68 号“消费者保护法案”特别提及的，并且他的首字母作为证明。买方姓名缩写：.....

18. **SIGNATORY AS REPRESENTATIVE OF A LEGAL ENTITY.** Should the signatory hereto act as a representative of a legal entity, such signatory binds himself as surety and co-principal debtor for the due performance of all its obligations by the entity he represents in terms of the provisions of this agreement.
18. 签署为法律实体的代表。如果签字人作为法律实体的代表行事，则该签字人将自己作为担保人和共同主债务人，以便由其代表的实体根据本协议条款履行其所有义务。
19. **CONSUMER PROTECTION ACT NOT APPLICABLE.**
19. 消费者保护法不适用。
- 19.1 The SELLER warrants to both the Purchaser and the Estate Agent that he/she is not engaged in the sale of immovable property on an on-going basis and that the Property is not being sold in the ordinary course of the Seller's business.
- 19.1 卖方向买方和房地产经纪双方保证，他/她不是一直持续销售不动产，并且该物业并未在卖方的正常业务中出售。
- 19.2 The Seller and Purchaser are aware th at the Seller's warranty in clause 19.1 means that the Consumer Protection Act 68 of 2008 does not apply to the sale agreement that comes into existence upon acceptance of this offer and that the relationship between the parties is not governed by the said Act.
- 19.2 卖方和买方知道卖方的保证条款第 19.1 条意味着，2008 年第 68 号消费者保护法案不适用于在接受此要约时存在的销售协议，并且双方之间的关系不受管辖 由该法案。
20. general. The Seller and Purchaser confirm and agree that:
20. 总则。卖方和买方确认并同意：
- 20.1 neither party nor the Estate Agent has in relation to the sale of the Property made any representations or given any warranties or undertakings not contained in this document;
- 20.1 任何一方或地产代理均未就出售该物业作出任何陈述或给予本文件未包含的任何保证或承诺；
- 20.2 the Estate Agent has explained to each of them the meaning and consequences of all the terms contained in this document, before they signed the document, and that they are under no misapprehension about what they are buying and selling and on what terms;
- 20.2 房地产经纪在他们签署文件之前已经向他们每个人解释了本文件中包含的所有条款的含义和后果，并且他们没有误解他们的买卖和条款；

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- 20.3 no indulgence granted by one party to the other to comply with any obligation imposed by the terms contained herein constitute a waiver of rights by the first-mentioned party;
- 20.3 一方不允许另一方履行本协议条款规定的任何义务，即构成对首述方的权利的放弃;
- 20.4 each will on demand furnish the Estate Agent and the Conveyancer with the documents required in terms of the Financial Intelligence Centre Act 38 of 2001;
- 20.4 每项将按要求向房地产经纪人和转运人提供 2001 年“金融情报中心法”第 38 条所要求的文件;
- 20.5 all consents required in terms of the Matrimonial Property Act 88 of 1984 have been given;
- 20.5 根据 1984 年第 88 号“婚姻财产法”规定的所有同意书已经发出;
- 20.6 the Seller is not responsible for pointing out the land survey beacons of the Property to the Purchaser;
- 20.6 卖方不负责向买方指出该物业的土地调查信标;
- 20.7 in accordance with the municipal by-laws and any applicable rules, the Estate Agent may NOT place a "Sold" board on the Property, after fulfilment of all suspensive conditions contained herein;
- 20.7 根据市政法规和任何适用规则，房地产经纪人不得在满足本文所载的所有暂停条件后，在该物业上放置“已售”标识板。
- 20.8 upon signature of this document by the Seller an agreement of sale comes into effect even if the Seller has not notified the Purchaser that the offer has been accepted;
- 20.8 在卖方签署本文件后，即使卖方尚未通知买方该报价已被接受，卖方协议也生效;
- 20.9 in marketing the Property the Estate Agent has not made any misleading, false or deceptive statements or used any exaggeration, innuendo or ambiguity, and has not applied or used any unfair, unreasonable or unjust technique, coercion, physical force, undue influence, pressure, duress, harassment, unfair tactics or similar conduct to persuade any of the parties to buy and sell the Property on the terms stated herein or to use or sign this document.
- 20.9 在营销房地产时，房地产经纪人没有做出任何误导性，虚假或欺骗性陈述或使用任何夸大，含沙射影或模糊不清的行为，也未使用或使用任何不公平，不合理或不公正的技术，胁迫，体罚，不适当的影响，压力，胁迫，骚扰，不公平策略或类似行为来说服当事人按照此处所述条款买卖该物业或使用或签署本文件。

## 21. SPECIAL CONDITIONS.

### 21. 特殊条款

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22. ACCEPTANCE This Offer is open for acceptance and is irrevocable until \_\_\_\_\_ and upon acceptance the SELLER will constitute a sale upon the terms and conditions herein set forth.

22. 接受本优惠开放供接受，并且不可撤销\_\_\_\_\_ 并在接受后，卖方将根据此处所述的条款和条件构成销售。

**THUS DONE AND SIGNED BY THE PARTIES ON THE DATES STATED HEREUNDER:**

**I warrant that I have legal and contractual capacity to enter this Agreement**

缔约方在本文件下列日期签署并签署：

我保证我有法律和合同能力参加本协议

SIGNED AT 签署于 \_\_\_\_\_ ON THIS 在这一天 \_\_\_\_\_ DAY OF 日期  
\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
PURCHASER (1) 买方 1

\_\_\_\_\_  
PURCHASER (2) 买方 2

**THIS OFFER ACCEPTED AND SIGNED BY**

此提议被接受并签署

THE SELLER AT 卖方 \_\_\_\_\_ ON THIS 在这一天 \_\_\_\_\_ DAY OF 日期  
\_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SELLER(1) 卖方 1

\_\_\_\_\_  
SELLER (2) 卖方 2

**The benefits conferred upon the agent in terms of this agreement are hereby accepted.**

根据本协议赋予代理人的利益在此被接受

\_\_\_\_\_  
ESTATE AGENT (1) (in block letters) 地产中介 (大写) SIGNATURE(签名)

\_\_\_\_\_  
DATE (日期)

\_\_\_\_\_  
地产代理 (1) (以大写填写)

\_\_\_\_\_  
签署

\_\_\_\_\_  
日期

\_\_\_\_\_  
FIDELITY FUND CERTIFICATE NO. (保证证书号)

\_\_\_\_\_  
TAX REFERENCE NO. (税号)

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Cor Van Deventer (LL.B)

**Associates**

Gerda Pretorius

Company Reg. No. 2016/316132/21 Vat No. 4410276309

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**Van Deventer & Van Deventer**  
— Incorporated —

Attorneys • Notaries • Conveyancers

TELEPHONE (OFFICE)  
办公电话

CELLPHONE NO  
手机

EMAIL ADDRESS  
邮件地址

ESTATE AGENT (2) (in block letters)  
地产代理(2) 以大写填写

SIGNATURE  
签字

DATE  
日期

FIDELITY FUND CERTIFICATE NO.  
保证证书号

TAX REFERENCE NO,  
税号

TELEPHONE (OFFICE)  
办公电话

CELLPHONE NO  
手机号码

EMAIL ADDRESS  
邮件地址

**Johannesburg Office:**

T: +27 (0) 87 357 8811  
F: +27 (0) 86 411 7980

7 Mellis Avenue, Bradenham Hall  
Ground floor, North block, Sandton.  
P.O.Box 71466, Bryanston, 2120  
Docex: 38 Rivonia

**Cape Town Office:**

T: +27 (21) 982 2629  
F: +27 (86) 411 7980

2 Arauna Street, Brackenfell  
Cape Town, PO Box 1841  
Brackenfell, 7561  
Docex: 9 Brackenfell

**Directors**

Arno Van Deventer (LL.B)  
Cor Van Deventer (LL.B)

**Associates**

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## “ANNEXURE A”

### STATEMENT RELATING TO PROPERTY

THIS STATEMENT RELATES TO THE PROPERTY SITUATED AT:

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PLACED ON SALE BY \_\_\_\_\_ (THE SELLER)

#### CONDITION OF PROPERTY AND DEFECTS

The Seller is not aware of any defects or problems materially affecting the use and enjoyment of the Property, the equipment used in connection therewith and / or the items included in the sale as listed hereunder, other than the following:

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#### REPAIRS TO BE EFFECTED BY SELLER

The Seller will repair the following defects before the date of registration of transfer:

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#### ITEMS INCLUDED IN SALE

The following movable items are included in the sale:

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All items affixed to the land and/or the buildings on the land are included in the sale, excluding the following:

---

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Seller's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser's signature: \_\_\_\_\_ Date: \_\_\_\_\_

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