

**WILD DOG ESTATE .....**  
**OFFER TO PURCHASE**

made by

The "PURCHASER", being:

**A. PURCHASER DETAILS**

<i>Company Name</i>				<i>Reg No</i>			
<i>Title</i>				<i>Gender</i>			
<i>Surname</i>				<i>First Names</i>			
<i>Prev Surname</i>				<i>Type of ID</i>		<i>RSA I.D.</i>	<i>Other</i>
<i>I.D. NO:</i>						<i>Passport No:</i>	
<i>Postal Address:</i>				<i>Physical Address:</i>			
Code:				Code:			
<i>Tel No:</i>		<i>Work</i>		<i>Home</i>		<i>Cellular</i>	
<i>Fax No:</i>		<i>Work</i>		<i>Home</i>		<i>Email</i>	
<i>Preferred Language &amp; method of communication</i>					<i>Marital Status</i>		
<i>English</i>	<i>Afrikaans</i>	<i>Mail</i>	<i>Fax</i>	<i>Email</i>	<i>ANC without acc</i>	<i>ANC with acc</i>	<i>In Com</i>

**B. SPOUSE DETAILS (Applicable if married in community of property)**

<i>Title</i>				<i>Gender</i>			
<i>Surname</i>				<i>First Names</i>			
<i>Prev Surname</i>				<i>Type of ID</i>		<i>RSA I.D.</i>	<i>Other</i>
<i>I.D. NO:</i>						<i>Passport No:</i>	
<i>Postal Address:</i>				<i>Physical Address:</i>			
Code:				Code:			
<i>Tel No:</i>		<i>Work</i>		<i>Home</i>		<i>Cellular</i>	
<i>Fax No:</i>		<i>Work</i>		<i>Home</i>		<i>Email</i>	
<i>Preferred Language &amp; method of communication</i>					<i>Marital Status</i>		
<i>English</i>	<i>Afrikaans</i>	<i>Mail</i>	<i>Fax</i>	<i>Email</i>	<i>ANC without acc</i>	<i>ANC with acc</i>	<i>In Com</i>

**C. SHAREBLOCK DETAILS**

<i>Type</i>	<i>Duet</i>	<i>Family</i>	<i>No of Days purchased by Member</i>	
<i>Member No</i>		<i>Shareblock Nos</i>		<i>Shares No</i>
<i>Share blocks held by Developer</i>			<i>Share blocks not held by Developer</i>	
<i>Purchase Price</i>	<i>R</i>	<i>Deposit</i>	<i>R</i>	
<i>Balance of Purchase Price</i>			<i>Cash</i>	<i>Guarantees</i>
<i>Initial Levy</i>	➤ The initial levy will be R_____ per month – If paid via Debit Order ➤ Alternatively the initial levy will be R_____ per annum – If paid annually in advance. (Equivalent of R_____ p.m.)			

I/We the Purchaser/s, hereby offer to purchase the Share Block from the **WILD DOG ESTATE (PTY) LTD Reg No: 2003/029461/07** ("the Seller"), and to take cession and accept assignment of the Seller's rights and obligations in terms of the Use Agreement, on the terms and conditions set out below.

#### **1. DEFINITIONS**

In this offer document the words and expressions shall bear the meanings assigned to them in the Agreement of Sale referred to in clause 3.1.1 below, and the Use Agreement referred to in clause 3.1.2 below, as the case may be.

#### **2. SALE OF SHARE BLOCK AND CESSION OF RIGHTS**

- 2.1. Once this offer is signed by the Purchaser and accepted by the Seller, then the Agreement of Sale, the Use Agreement and all other agreements and documents referred to in clause 3 below shall become binding on the Purchaser, who by his signature hereto declares that he has read and fully understands the contents thereof. The signature of the Company is provided for in order for the Company to indicate its acceptance of any benefits stipulated in its favour.
- 2.2. Upon acceptance of this offer by the Seller:
  - 2.2.1. The terms and conditions set out in the Agreement of Sale referred to in clause 3 below shall become binding on the Purchaser and the Seller;
  - 2.2.2. The Share Block shall be transferred to the Purchaser, subject to the terms and conditions set out in the Agreement of Sale;
  - 2.2.3. The Use Agreement referred to in clause 3 below shall be ceded, delegated and assigned by the Seller to the Purchaser.

#### **3. DOCUMENTS FORMING PART OF THIS AGREEMENT**

- 3.1. The whole agreement between the Seller, the Purchaser and the Company consists of this offer document and a Members' Pack consisting of two further sets of documents as follows:
  - 3.1.1. Part1- The document containing the terms and conditions relating to the purchase of the Share Block is headed "Agreement of Sale", and is included in the Members' Pack as Part 1. The Agreement of Sale has the following Appendixes:-
    - 3.1.1.1. "Appendix 1" – this document is attached to the Agreement of Sale setting out all the material information relating to the Company.
    - 3.1.1.2. "Appendix 2" - The Use Agreement is attached to the Agreement of Sale and is the same for all members. The Use Agreement confers certain rights and imposes certain obligations on each member. Annexed to the Use Agreement are the following annexures:
      - 3.1.1.2.1. Annexure A: being a schedule of Days in each Calendar Year that are available to be booked by members, and showing booking periods;
      - 3.1.1.2.2. Annexure B: being description of Stands comprising the Property and Units on those Stands;
      - 3.1.1.2.3. Annexures C1: being the Plan showing the Unit and related exclusive use areas for the benefit of members;
      - 3.1.1.2.4. Annexure D: being a schedule of movables in the Unit that members are entitled to use;
      - 3.1.1.2.5. Annexure E: being a schedule reflecting the number of share blocks, the number of shares in each share block, the number of votes per share and each member's proportional share of the total levy and other contributions due.
      - 3.1.1.2.6. Annexure F: being a schedule of initial share block rules.
    - 3.1.1.3. Appendix 3 – Architect's Certificate
    - 3.1.1.4. Appendix 4 – Financial Statements
  - 3.1.2. Part 2 - The document containing the Rules relating to Wild Dog Estate and the Share Block Scheme.

#### **4. COOLING-OFF CLAUSE**

The Purchaser is entitled to revoke this offer or, if already accepted by the Seller, terminate the whole agreement arising from such acceptance, within 5 (five) calendar days the receipt of the Members Pack as defined in the Sales Agreement Clause 1.6. The written notice of termination by the Purchaser must be received by the Seller within the 5 (five) day period, at the address reflected in this clause. Only notice by way of facsimile, registered mail, or a receipted hand delivered letter, and received by the Seller within the stipulated period shall constitute valid notice. Upon termination of this offer or agreement, as the case may be, in terms hereof the Seller shall immediately refund to the Purchaser all payments made by the Purchaser hereunder, and the Purchaser shall return any share certificates and other documents or property delivered, transferred or paid to him in terms of this Agreement. The physical and postal address of the Seller for service of notices shall be WILD DOG ESTATE (PTY) LTD, c/o Mr R. Santini:- 1 Berg Road Underberg 3257, fax no 088 - 033-7011177.

**The Purchaser by his signature hereto confirms that the documents referred to in clause 3 above form part of this offer, were provided to him prior to signature, and are binding on him. No alterations to, additions to or deletions from such documents shall be valid unless signed by the Seller. For all purposes in law, the original text of the documents as provided to the Purchaser shall be deemed to constitute the terms and conditions of this offer.**

THUS done and SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SPOUSE OF PURCHASER (if married in community of property)

ACCEPTED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WILD DOG ESTATE (PTY) LTD (SELLER)

THUS done and SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ON BEHALF OF THE SHAREBLOCK