

# OFFER TO PURCHASE



FROM: \_\_\_\_\_  
\_\_\_\_\_  
(hereinafter referred to as the PURCHASER)

TO: \_\_\_\_\_  
\_\_\_\_\_  
(hereinafter referred to as the SELLER)

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

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:

Erf No \_\_\_\_\_ measuring \_\_\_\_\_ sqm situated and known as \_\_\_\_\_

(Hereinafter referred to as the PROPERTY)

OR

Sectional Title Unit consisting of:

- (i) Section No. \_\_\_\_\_ Unit No. \_\_\_\_\_ known as \_\_\_\_\_ measuring \_\_\_\_\_ sqm as per Sectional Plans.
- (ii) Undivided share in the Common Property in accordance with the participation quota of 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 to this property or the rules, whichever is applicable.

(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.

upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price for the PROPERTY is the sum of R \_\_\_\_\_  
( \_\_\_\_\_ RANDS)

payable as follows:

- 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 for 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.
- 1.2 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.

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.

**3. CONDITION OF THE PROPERTY.**

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").

3.2 The PURCHASER confirms:

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;

3.2.2 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)

3.3 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 Seller'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.

**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.

**5. OCCUPATION AND POSSESSION.** The SELLER undertakes to give and the PURCHASER agrees to accept occupation and possession on \_\_\_\_\_. 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 Conveyancers.

5.1 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 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.

**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.

**7. CERTIFICATES.** 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 the 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.

**8. ITEMS INCLUDED IN SALE.**

**8.1 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.  
The following items will be removed by the Seller:

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**8.2 MOVABLE ITEMS.** The following movable items are included in the sale:

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9. **LEASE.** Delete either (1) or (2)

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

(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.

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.

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

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.

12. **BUILDING PLANS.** The SELLER is not aware of any structures erected on the Property without an approved building plan, other than the following:

\_\_\_\_\_  
\_\_\_\_\_

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 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 the suspensive conditions contained in this agreement, 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.

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:

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

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

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

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.

16. **COMMISSION.**

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 Seller and the fulfilment (or waiver, as the case may be) of all suspensive conditions contained in this document, and is payable upon registration of transfer of the Property in the Purchaser's name.

16.2 The SELLER irrevocably authorises the Conveyancer 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.

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

16.3.1 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 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.

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

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

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

## 17. DEFAULT.

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 Seller choose cancellation of this contract and claim damages as a remedy, the Seller shall be entitled to retain, after payment of commission in terms of this agreement, any funds paid in terms hereof as a genuine estimate of damages suffered, i.e. as "rouwkoop", and the Purchaser is expressly made aware of this right in terms hereof.

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.

## 19. CONSUMER PROTECTION ACT NOT APPLICABLE.

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.

19.2 The Seller and Purchaser are aware that 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.

## 20. GENERAL. The Seller and Purchaser confirm and agree that:

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;

20.2 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;

20.3 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;

20.4 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;

20.5 all consents required in terms of the Matrimonial Property Act 88 of 1984 have been given;

20.6 the Seller is not responsible for pointing out the land survey beacons of the Property to the Purchaser;

20.7 the Estate Agent may, subject to the municipal by-laws and any applicable rules, and after fulfilment of all suspensive conditions

contained herein, place a "Sold" board on the Property;

- 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;
- 20.9 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.

**21. SPECIAL CONDITIONS.**

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

**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.

SIGNED AT _____	ON THIS _____	DAY OF _____	20 ____
_____ PURCHASER	_____ PURCHASER (2)		

THIS OFFER ACCEPTED AND SIGNED BY THE SELLER AT _____	ON THIS _____	DAY OF _____	20 ____
_____ SELLER	_____ SELLER (2)		

The benefits conferred upon the agent in terms of this agreement are hereby accepted.			
_____ ESTATE AGENT	_____ DATE	_____ DATE	
_____ ESTATE AGENT (2)			



**ANNEXURE "A"**

**STATEMENT RELATING TO PROPERTY**

THIS STATEMENT RELATES TO THE PROPERTY SITUATED AT

\_\_\_\_\_

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REPAIRS TO BE EFFECTED BY SELLER**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITEMS INCLUDED IN SALE**

The following movable items are included in the sale:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**PURCHASER 1****INFORMATION SHEET****SELLER 1**

		FIRST NAMES	
		SURNAME	
		IDENTITY NUMBER	
		DATE OF BIRTH	
		MARITAL STATUS (Unmarried - Married in C.O.P. - Married in C.O.P. Marriage governed by laws of a Foreign Country)	
		DATE OF MARRIAGE	
		SPOUSE'S FULL NAME	
		SPOUSE'S ID NUMBER	
		INCOME TAX NUMBER	
		RESIDENTIAL ADDRESS	
		FUTURE POSTAL ADDRESS	
		BUSINESS ADDRESS	
		EMAIL ADDRESS / FAX NUMBER	
		TELEPHONE HOME	
		TELEPHONE WORK	
		CELLPHONE NUMBER	

**PURCHASER 2 (If applicable)****SELLER 2 (If applicable)**

		FIRST NAMES	
		SURNAME	
		IDENTITY NUMBER	
		DATE OF BIRTH	
		MARITAL STATUS (Unmarried - Married in C.O.P. - Married in C.O.P. Marriage governed by laws of a Foreign Country)	
		DATE OF MARRIAGE	
		SPOUSE'S FULL NAME	
		SPOUSE'S ID NUMBER	
		INCOME TAX NUMBER	
		RESIDENTIAL ADDRESS	
		EMAIL ADDRESS / FAX NUMBER	
		TELEPHONE NUMBER	

**INFORMATION - PURCHASER**

Balance of Purchase Price from

(A) Sale of own house \_\_\_\_\_

Transferring attorney \_\_\_\_\_

Property address \_\_\_\_\_

Purchaser's name \_\_\_\_\_

(B) CASH (specify source) \_\_\_\_\_

(C) \_\_\_\_\_

Name of financial institution to which bond application has been made. \_\_\_\_\_

**INFORMATION - SELLER**

Existing First Bondholder \_\_\_\_\_

Bond Account Number \_\_\_\_\_

Existing Second Bondholder \_\_\_\_\_

If no bond, where is the Title Deed \_\_\_\_\_

Seller's Attorney \_\_\_\_\_

Electrical/Gas Certificate, who is arranging \_\_\_\_\_

In order to comply with the FICA requirements, attach copies where applicable for both the Purchaser and Seller of; Identity documents (including spouse's), marriage certificate, antinuptial contract and divorce order.

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Attach copies, where applicable of; electrical, gas and borer beetle certificate for the Property.