



Contract Number: _____

OFFER TO PURCHASE

The "**Purchaser**" is:

with ID/Registration Number:

* duly authorized and herein represented by the undersigned person who is Mr/Mrs/Ms:

* and the "**Co-Purchaser**" is:

with ID Number: _____

The "**Seller**" is: _____

with ID/Registration Number:

* duly authorized and herein represented by the undersigned person who is Mr/Mrs/Ms:

* and the "**Co-Seller**" is:

with ID Number: _____

The "**Property**" is:

Full Title: Erf Number _____ Street Address: _____

Suburb: _____ Township: _____

or Portion _____ of the Farm _____

Measuring _____ Hectares, Registration Number: _____

Division _____ in the Province of: _____

OR

A Unit consisting of

(a) Section No. _____ as shown and more fully described on Sectional Plan No SS _____ in the scheme known as _____ in respect of the land and building or buildings situate at _____

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional scheme and the exclusive use and enjoyment of the following areas of the common **Property** and/or buildings, namely _____ and

_____ and carport/garage number _____ which right is registered as such, alternatively is allocated in terms of the Body Corporate's rules.



1. PURCHASE PRICE

The purchase price is the amount of:

- 1.1. R _____ (_____ rand) VAT included if applicable, payable as follows:
- 1.2. R _____ (_____ rand) as deposit within _____ (_____) calendar days from acceptance of this offer by the **Seller** to be paid to the conveyancer, and held in trust pending registration of transfer. The **Purchaser** authorizes the conveyancer to invest the said deposit at a financial institution of the Conveyancer's choice in accordance with the provisions of section 78(2)(A) of the Attorneys Act for the benefit of the Purchaser.
- 1.3. From the sale of the **Purchaser's Property**, an amount of R _____ (_____ rand) to be appropriated to the total purchase of this transaction.
- 1.4. Bank guarantees for the balance of the full purchase price, payable on date of registration, will be delivered by the **Purchaser** within _____ (_____) calendar days of fulfillment of the suspensive conditions hereof, alternatively within 7 (seven) calendar days after the conveyancer has requested it from the **Purchaser**. These guarantees must reasonably be acceptable to the **Seller**.

2. APPROVAL OF BOND

- 2.1. This offer is subject to the suspensive condition that the **Purchaser** is able to obtain a quotation and a bond from a Bank as referred to in the National Credit Act 34/2005 for a loan amount of R _____ (_____ rand) within _____ (_____) calendar days after acceptance of this offer. The **Purchaser** undertakes to apply for the bond at a financial institution immediately after acceptance of this offer, regardless whether his **Property** must first be sold or not.
- 2.2. The **Agent** is hereby irrevocably authorized, but not obliged, to lodge such application and the **Purchaser** undertakes to sign the necessary application document. The **Purchaser** similarly undertakes to provide the necessary information and documentation required by the Bank upon request.
- 2.3. The **Purchaser** consents to LINKY SCHUTTE ATTORNEYS or its nominated intermediary applying for a home loan on his behalf.

3. OCCUPATION

Vacant occupation shall be given to the **Purchaser** on _____ from which date the **Purchaser** shall be liable for payment of water and electricity. Should the occupation date and the registration date not coincide, the **Purchaser** shall pay an amount of R _____ (_____ rand) to the **Seller** monthly in advance, or a pro-rata portion thereof, calculated from the occupation date to the date of registration of transfer of the **Property**.



FIXTURES AND FITTINGS

3.1. The **Property** is sold together with all permanent improvements thereon, specifically **including**:

3.2. The following is specifically **excluded**:

4. REGISTRATION

Registration of transfer of the **Property** shall be attended to by the **Seller's** conveyancer who is **LINKY SCHUTTE ATTORNEYS TEL 012 348 8584 FAX : 086 605 0479** The **Purchaser** shall pay upon request all transfer fees, duties, loan application costs, bond costs, stamp duty and all other associated costs, including VAT and the **Parties** shall, upon request and depending on the circumstances, sign all transfer, bond application- and bond registration documentation.

5. POSSESSION / RISK

5.1. Possession shall be given to the **Purchaser** on the registration date. The **Property** remains at the risk of the **Seller** up to the date of possession, from which date the risk of the **Property** shall pass to the **Purchaser** and the **Purchaser** shall receive all benefits and will be responsible for the **Property** as if the **Purchaser** is the registered owner of the **Property**.

5.2. From the date of possession the **Purchaser** is responsible for the payment of municipal taxes and all levies, as well as for insurance over the **Property** against any contingencies.

5.3. The **Purchaser** shall not change and/or attach anything to the **Property** before registration of the **Property** in his name.

5.4. Should the agreement be cancelled or terminated for any reason whatsoever, the **Purchaser** shall be obliged to vacate the **Property** immediately and to hand over the **Property** to the **Seller** in the same condition as it was on date of occupation, notwithstanding any claim which the **Seller** might have as a result of any changes, attachments or improvements that the **Purchaser** may have affected to the **Property**.

6. VOETSTOOTS / TITLE

The **Property** is sold VOETSTOOTS, subject to all conditions of title and servitudes contained in the current and/or previous Title Deeds of the **Property**, which are available for public inspection at the relevant deeds office, as well as any new conditions of title and servitudes that may exist regarding the current condition and size of the **Property**. The **Agent** shall not be liable for any patent or latent defect in the **Property**, nor for any damages suffered by the **Purchaser** as a result of such defect. Both **Parties** declare that they are acquainted with the VOETSTOOTS clause and the legal effect thereof. The **Property** is sold in its current condition, excluding any normal wear and tear from the date of signature of this agreement to the date of registration.



7.1 COMMISSION

- 7.1 Agent's commission will be paid by the **Seller** as per the commission agreement attached hereto as Annexure "C" and signed by both **Parties** and shall be deemed to have been earned and be payable upon acceptance of this offer and the fulfillment of the suspensive conditions (if applicable).
- 7.2 If a deposit is paid the **Agent** shall be entitled to receive commission from such a deposit on the date upon which the commission becomes due. The **Parties** hereby irrevocably instruct the conveyancer to pay the Agent's commission from the deposit as a first claim in such an event.
- 7.3 Should the sale be cancelled in terms of an agreement between the **Seller** and the **Purchaser**, the **Seller** and the **Purchaser** shall be jointly and severally liable for the payment of the Agent's commission.
- 7.4 Should the sale be cancelled due to the failure of either one of the **Parties** to carry out any obligation hereunder, the commission shall be payable by such Party. The commission shall then be payable on demand, irrespective of whether any of the suspensive conditions have been fulfilled or not.
- 7.5 The **Parties** acknowledge that _____ (the "Agent") of _____ (the "Agency") is the only and effective cause of this transaction and, if applicable, that _____ was assisted by _____ as referral Agent. The **Agent** may display a sold sign on the **Property** from the date upon which this agreement is no longer subject to suspensive conditions until a period of 3 (three) months after registration.
- 7.6 Should any dispute arise between the **Party(ies)** and the **Agency** in respect of the Agents commission, the **Party(ies)** and the **Agency** hereby agree that the dispute can be referred for arbitration to the Arbitration Tribunal of the Estate Agency Affairs Board. The constitution and procedural rules of the Tribunal are hereby fully incorporated into this agreement and as such it forms an integral part thereof.

8 BREACH

In the event of the **Purchaser** and/or **Seller** failing to remedy any breach of the terms hereof within 14 (fourteen) calendar days from date of dispatching a notice, requesting him to rectify such breach, the **Seller/Purchaser** shall be entitled at his option and without any prejudice to any of his rights:

- 8.1 to cancel this agreement, re-occupy the **Property** and if the **Purchaser** is in breach keep any deposit, together with any other amounts already paid by the **Purchaser** on trust, until the **Seller's** damages have been determined, where after it can be set off, and to claim to Agent's commission from the **Purchaser**; or
- 8.2 to enforce performance of the terms hereof including payment of the full balance of the purchase price and all other amounts owing in terms hereof as well as any damages incurred by him.



9 DOMICILE

- 9.1 Each Party chooses as his *domicilium citandi et executandi*, the address as set out in the information sheet hereto, at which address all notices and legal process in relation to this agreement or any action arising there from may be effectively delivered and served.
- 9.2 The **Parties** consent thereto that the fax numbers and the e-mail addresses, as set out in the information sheet hereto, may be used as an additional *domicilium* address for serving of notices. In these cases the fax delivery report or computer printout will be sufficient proof that the notice was send.
- 9.3 Any notice to be given by one Party to the other in terms of this contract shall be in writing and shall be send to the *domicilium citandi et executandi*, fax number or e-mail address aforesaid.
- 9.4 Despatch of a notice is:
- 9.4.1 If delivered by hand, on date of delivery by hand.
- 9.4.2 If faxed or send *via* e-mail, on such day as the fax or e-mail delivery report certifies that the fax or e-mail was sent.
- 9.4.3 If dispatched by pre-paid registered mail on the date upon which the post office issues a registered post slip.
- 9.5 Any Party may change his *domicilium* address on condition that it remains in the Republic of South Africa and the required notice is given as required in clause 10.3 hereof.
- 9.6 If the **Seller** is a non-resident to South Africa, he hereby indemnifies both the **Agency** and the conveyancer against any claim howsoever arising by virtue of the **Agency** and conveyancer having acted in terms of Section 35A of the Income tax Act on information supplied by the **Seller** or from any other source. The **Seller** further waives any claim howsoever arising against the **Agency** and/or the conveyancer arising from any act or omission by the conveyancer and/or the **Agency** in their acting in terms of the said Act.

10 ELECTRICITY CERTIFICATE OF COMPLIANCE

The **Seller** shall at his own expense within 7 (seven) calendar days after compliance with clause 2.1 hereof, but before occupation, deliver to the conveyancer, a certificate of compliance in terms of Act 85 of 1993 issued by a qualified electrician. This certificate shall not be older than 2 (two) years and shall certify that the electrical installation as well as any alterations complies with the abovementioned act. The **Seller** guarantees that the whole installation as well as all electrical appliances is in a working order. The **Seller** shall repair all faults at his cost before registration of transfer.

11. GAS CERTIFICATE OF COMPLIANCE (if applicable)

- 11.1. The **Seller** shall at his own expense and within 7 (seven) calendar days after compliance with clause 2.1 hereof, but before occupation, deliver to the conveyancer, a certificate of compliance in terms of the Occupational Safety and Hazards Act 85 of 1993 Sections 43 and 44 and the Pressure Equipment Regulations R734 of 15 July 2009, issued by an authorized person i.e. a registered LP Gas Practitioner or an approved inspection authority, which certificate will also certify that the LP Gas installation and any modifications thereto comply with the provisions of the Act mentioned above.



11.2. It is furthermore required by the abovementioned Act that a **new certificate** be acquired and issued by the **Seller** with every change of ownership.

11.3. It is brought to the attention of the **Purchaser** that there is no expiry date on the above compliance certificate and that a new certificate has to be acquired every time:

11.3.1 a new LP Gas appliance is installed;

11.3.2 an existing LP Gas installation is modified or altered;

11.3.3 there is a change of user of the LP Gas installation;

11.3.4 the **Property** is rented out. The tenant (change of user) needs to be issued with his own compliance certificate for purposes of insurance cover for the contents of the building. The original compliance certificate of the landlord remains valid for the landlord provided no changes to the originally certified installation has been made.

11.4. The **Seller** guarantees that the whole installation as well as all liquid petroleum gas appliances is in a working order. The **Seller** shall repair all faults at his cost before registration of transfer.

12. BEETLE CERTIFICATE (KwaZulu-Natal/Cape Province)

The **Seller** shall at his own expense arrange for the **Property** to be inspected by a government accredited entomologist and/or qualified, accredited firm for infestation by visible wood borer beetle ("Oxypleuris Nodieri, Hylotrupes Bajulus and Anobium Punctatum") and prior to registration of transfer furnish the **Purchaser** with a certificate by the aforesaid entomologist and/or firm recording that the accessible timbers of the buildings were inspected and found to be free from such infestation or that such infested timbers had been treated/removed and replaced with pre-treated timbers by a qualified reputable contractor.

13. REPRESENTATION, LIABILITY AND SURETY

13.1. The person signing this agreement as **Purchaser** on behalf of an existing Private Company, Close Corporation or Trust, binds himself personally as surety and co-principal debtor jointly and severally for the proper fulfillment by the juristic person or trust of all its obligations in terms of this agreement.

13.2. Any natural person signing on behalf of a juristic person, whether registered or still in the process of registration, personally warrants that the entering into of this agreement by the juristic person concerned is within the scope of its powers, objectives and authority and does not contravene any provisions of the Companies Act 61 of 1973, the Close Corporations Act 69 of 1984, the Trust Property Control Act 57 of 1988 or any new legislation that replace the said acts, and that all the necessary steps have been taken to give the signatory the power to execute this agreement on behalf of the juristic person and in particular, but without limitation, the directors or members have approved this agreement in specific terms.

13.3. In the event of more than one **Seller** or more than one **Purchaser** being a Party to this agreement, they shall be jointly and severally liable for their obligations arising in terms hereof.



14. COOLING-OFF CLAUSE

Should the **Purchaser** be a natural person, the **Purchaser** or his Agent acting on his written authority may, within 5 (five) calendar days of signing this offer, revoke this offer by way of an unconditional written notice to this effect delivered to the **Seller** (only applicable if the purchase price is less than R250 000.00). A copy of such written notice must also be given to the Agent.

15. SOLE AGREEMENT, NON-VARIATION AND LATITUDE

15.1. This agreement constitutes the sole and entire agreement between the **Parties** and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein, shall be of any force or effect.

15.2. No variations of the terms and conditions of this agreement including this clause, shall be of any force or effect, unless it's reduced to writing and signed by all the **Parties** hereto.

15.3. No omission of waiver or relaxation of any of the provisions of this agreement, nor any failure by a Party to enforce the provisions of this agreement due to any breach, shall operate as an estoppel against any Party in respect of its rights under this agreement, nor shall it preclude such Party thereafter from exercising its rights strictly in accordance with this agreement.

15.4. Both the **Purchaser** and the **Seller** confirm that they have read this agreement and understand the contents hereof and that the **Agency** has earned its commission as fully depicted in clause 8.

15.5. Both the **Purchaser** and the **Seller** confirm that, if the suspensive conditions have been met, they can give effect to the contractual terms and conditions hereof.

15.6. This agreement is a pro forma agreement with blank spaces. If any of the blank spaces are left open at signing hereof, it will not have the effect that this agreement is null and void.

15.7. All references to singular will also include plural and vice versa (if applicable). All references to male will include female and vice versa (if applicable).

16. OFFER LAPSES

This offer is irrevocable until _____ h00 on the _____ day of _____ 20____ and _____ is binding upon acceptance at any time prior thereto, irrespective of notification of acceptance to the **Purchaser**.

17. ANNEXURES AND ADDENDUMS

The personal information sheets attached hereto as Annexure "A" and "B", signed by the relevant **Parties** form an integral part of this agreement. The commission agreement attached hereto as Annexure "C" and Addendums "D" *, "E" *, "F" * and "G" * (if applicable) are initialed by all the **Parties**, also form an integral part of this agreement.

(* Delete whichever is not applicable)



OFFER MADE BY ME/US

SIGNED at _____ on this _____ day of _____ 20_____

WITNESS

PURCHASER

WITNESS

CO-PURCHASER

OFFER ACCEPTED BY ME/US

SIGNED at _____ on this _____ day of _____ 20_____

WITNESS

SELLER

WITNESS

CO-SELLER

The **Agency** herewith accepts the benefits, which they will receive from this agreement.

AGENT

PRINCIPAL



**ANNEXURE " B"
INFORMATION FOR CONVEYANCER**

SELLER(S)		SELLER A	SELLER B
Full name & surname: (if married woman, give maiden name) Name & number of Company/CC/Trust: (full names & surnames of Directors/Members)			
ID Number/Passport Number/Registration Number			
Current physical address			
Postal address			
Date of birth and place of birth			
Marriage Regime (in community/out of community of property)			
Ante Nuptial Contract Number Where registered			
Country of marriage, if not South Africa			
Contact numbers :			
Home			
Work			
Fax			
Cell			
E-mail			
Income Tax Number			
Value added tax Registration Number			
1 st Mortgage Bond Holder: Bank	Branch:	Acc no:	
2 st Mortgage Bond Holder: Bank	Branch:	Acc no:	
3 st Mortgage Bond Holder: Bank	Branch:	Acc no:	
I/we certify the above information to be correct			
_____	_____	_____	
DATE	SELLER A	SELLER B	
NOMINATED TRANSFER ATTORNEY			
Firm:			
Contact person:			
Tel no:		Fax no:	
E-mail:			
Agency Contact Person:		Contact no:	



**ANNEXURE " C "
AGENCY COMMISSION**

Agency commission shall be paid by the **Seller** in the amount of R_____ (_____
_____ rand) VAT **inclusive** (if applicable) or at _____
_____% (_____percent) of the purchase price VAT **inclusive** (if
applicable) which commission is deemed to be earned on fulfillment of the suspensive condition/s, which is due and payable on the
registration of the transfer of the **Property** into the name of the **Purchaser**.

SIGNED at _____ on this _____ day of _____ 20_____

WITNESS

SELLER

WITNESS

CO-SELLER

SIGNED at _____ on this _____ day of _____ 20_____

WITNESS

PURCHASER

WITNESS

CO-PURCHASER

SIGNED at _____ on this _____ day of _____ 20_____

WITNESS

AGENT

WITNESS
