# **Offer to Purchase**

**THE PURCHASER**

I, We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

the purchaser, hereby offer to purchase the property in the condition and to the extent as it now lies *voetstoots* as is (at the date of signature hereof), together with all buildings and all fixtures and fittings and subject to the conditions and servitudes contained in the title deeds of the PROPERTY, as the property stands on the date this agreement is concluded with all visible and invisible defects applicable to such property and of which the SELLER is aware at the time of this sale being concluded after having been advised by the seller of the extent of disclosure required relating to lawfulness of, characteristics of and amenities to the property:

**TO THE SELLER,**

**being**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **PROPERTY**

1.1 FULL TITLE

ERF NO: \_\_\_\_\_\_\_\_

IN THE TOWNSHIP OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STREET ADDRESS

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

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

* 1. SECTIONAL TITLE

SCHEME NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unit NO: \_\_\_\_\_\_

Suburb: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with any Real Rights of extension in terms of Section 25 of the sectional titles act that may exist

1. **PURCHASE PRICE**

The purchase price is R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) payable as follows:

2.1 A cash deposit on acceptance of this offer R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) to be deposited with the conveyancer and held by them in trust in a section 78(2) A account with the interest accruing to the purchaser pending registration of transfer.

2.2 The balance of the purchase price of R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) payable on registration of transfer of the property into the name of the Purchaser, to be secured by bankers/or other approved guarantee(s) acceptable to the transferring attorney to be delivered within \_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) days of acceptance of this offer.

1. **SUSPENSIVE CONDITIONS**

3.1 This offer is made subject to the suspensive condition that the purchaser, the seller or a bond originator on behalf of the purchaser obtain a loan to be secured by a bond totaling: R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

within\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) days from the date of acceptance of this offer at prevailing bank rates and conditions be arranged for the Purchaser by the Seller or the Purchaser. The Purchaser guarantees that, should it be a condition of granting of such bond or bonds that another person is to sign as surety, that such person will sign such surety.

3.2 The purchaser acknowledges that it is a material term of this sale that he / she / it signs and submits all documentation necessary to make application for the mortgage bond in fulfilment hereof. Failure to do so will constitute a breach of contract and shall have the effect of this clause being fictionally fulfilled. The purchaser warrants that he / she / it is aware of and understands the requirements of banking institutions regarding eligibility for credit and loans based on income, credit standing and other requirements and hereby warrants that to the best of his / her / its knowledge and belief he / she / it is eligible for a loan in the amount stated above and further warrants that no facts or circumstances presently exist which will have the effect of his / her / its application for a loan being refused or the loan being withdrawn before transfer.

* 1. This suspensive condition shall be deemed to have been fulfilled as soon as a Bank or mortgagee has issued a quotation and pre-agreement statement in favour of the purchaser by the Bank or mortgagee concerned, irrespective of any binding loan agreement between the purchaser and the mortgagee.
	2. Should this or any other suspensive condition not be fulfilled this sale shall lapse and be of no force or effect and the deposit together with interest shall be refunded to the purchaser.
1. **FIXTURES**

 The property includes the following: All fixtures and fittings of a permanent nature, electric light fittings, stove, and TV and dstv antennas, pelmets and curtain rails, blinds and awnings, pool equipment and kreepy crawley, as well as:

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

1. **OCCUPATION AND POSSESSION**

5.1 Possession and vacant occupation is given to the Purchaseron: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from which said date all the benefits and risks of ownership of the property shall be given to the Purchaser. Should date of occupation not coincide with the date of registration of transfer, the party enjoying occupation of the property whilst registered in the name of the other party, shall pay to the other party a rental of: R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

monthly in advance before or on the first day of each month for occupational rent. If registration takes place during a month and occupational rent has been paid in advance, the party who has received the occupational rent shall refund the other party his pro-rata share (calculated on a daily base).

1. **RATES AND TAXES**

6.1 The Seller shall be liable for the payment of rates and taxes until date of registration, where after the Purchaser will be liable for the payment of rates and taxes.

1. **VOETSTOOTS**

7.1 The property is sold *“voetstoots”* as it is and the Seller does not give any guarantee in respect of the buildings or any other improvements on the property and the Seller shall not be kept liable for any defects in the property whether latent or patent. The property is further sold subject to all the conditions and servitudes mentioned in the Title Deed with which the Purchaser declares himself to be fully acquainted with. The Seller shall further not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the Seller benefit to any possible surplus.

1. **TRANSFER AND COSTS**
	1. Transfer shall be effected by the seller's conveyancers namely \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The purchaser shall be liable for and shall pay all costs in connection therewith, including but not limited to transfer duty or VAT (whichever is applicable), the costs of transfer and, if applicable, bond costs together with all incidental disbursements necessary to effect registration, all of which costs and duties shall be payable to the seller's conveyancers immediately upon demand. The purchaser undertakes, on demand, to sign all documents and do all things necessary to fulfil the terms of this agreement. Such signature and payment shall be effected at the offices of the seller's conveyancers within 2 (two) days of such demand.
	2. All benefits and risk in and to the property shall pass to the purchaser on transfer.
2. **REPRESENTATIONS AND CONCESSIONS**

9.1 The Seller is not bound to, any representation made, other than those contained herein, except if such representations are in writing and signed by both parties.

9.2 No concessions or extension of time granted by the Seller to the Purchaser will have any effect on the condition of this Agreement, or prejudice the Seller’s rights hereunder, except if it is in writing and signed by both parties.

9.3 The Purchaser confirms that he is fully aware of all the relevant facts which may have an influence on the conclusion of this contract and that the Seller will not be held responsible for any oversight to disclose any further particulars within his knowledge.

1. **JOINT LIABILITY**

 In the event of there being more than one Purchaser, they will be jointly and severally liable for all obligations in terms hereof. The parties warrant that all written consents required by the Matrimonial Property Act 88/84 and the Fourth General Law Amendment Act 132/1993, in respect of this agreement or any matter arising from or in terms hereof have been or will be given.

**11. POSITION AND EXTENT OF PROPERTY**

The Seller shall not be required to indicate to the purchaser the position of beacons or pegs on the property and / or boundaries thereof nor shall the seller be liable for the cost of locating same.

The Seller does not warrant the extent of the property and shall not be liable for any deficiency which may be revealed on any survey or re-survey, nor shall the seller benefit from any excess.

**12. JURISDICTION**

 The parties consent to the jurisdiction of the Magistrate’s Court for any litigation, which might directly or indirectly flow from the existence or cancellation of this Agreement or the non-fulfilment of obligations contained in this Agreement or from the occupation of the property, but can any form of adjudication of differences be used at the option of the parties.

**13. BREACH OF CONTRACT**

13.1 In the event of the Purchaser failing to fulfill on due date one or more of the conditions of this Agreement, he (the Seller), shall be entitled to inform the Purchaser in writing by registered post to remedy such breach within 7 (seven) days of forwarding such notice to the Purchaser at the address as set out on page 9 as his “present residential address”, which said address is chosen by the Purchaser as his domicillium citandi et executandi.

13.2 If the Purchaser should persist in his neglect after expiry of said period of time, the Seller will be entitled to regard this Agreement as cancelled and all monies paid by the Purchaser will be forfeited as liquidated damages, without prejudice of the Seller’s rights to claim for damages, or alternatively be entitled to enforce the agreement without prejudice of the Seller’s rights to claim damages or any other claims.

**14. IMPROVEMENTS**

 Subject to the conditions of Act 68 of 1981, and in the event of the cancellation of this Agreement as a result of any breach of contract of the Purchaser, improvements or additions to the property by the Purchaser, will be forfeited by the Purchaser, without the Purchaser being entitled to claim for any damages and in the event of the Agreement being cancelled due to breach of contract by the Seller, the Purchaser shall have the rights to claim for compensation for all the improvements or additions incurred by him, notwithstanding same was being done with or without the consent of the Seller.

**15. DOMICILIUM CITANDI ET EXECUTANDI**

 The parties choose as their respective domicilium citandi et executandi addresses the addresses as stipulated at the end of this agreement of this agreement as their “present residential addresses”.

**16.** **COOLING OFF CLAUSE (for transactions under R250 000.00)**

In the event that Section 29A of the Alienation of Land Act (68/1981), applies to this agreement, the purchaser hereby has the right to revoke this offer or terminate this agreement by written notice to be delivered to the seller, or his / her / its agent on or before midnight on the 5th working day following the date of signature of this agreement by the purchaser. Such notice will have no effect unless it:

1. is signed by the purchaser or his / her / its agent acting on his / her / it’s written authority;
2. refers to this agreement as the offer that is being revoked or terminated, and
3. is unconditional.

**17. ELECTRICAL AND ELECTRICAL FENCE COMPLIANCE CERTIFICATE**

 The Seller shall, prior to the transfer date, at the Seller’s expense, furnish the purchaser with a valid Certificate of Compliance in respect of any or all electrical installations on the property as well as a compliance certificate for any electrical fences as required by the Regulations promulgated under the Machinery and Occupational Safety Act or any Act passed in substitution thereof. In the event of any repairs being required to be made to the electrical installation or any part thereof the costs of all such repairs shall be for the Seller’s account.

**18. VALIDITY OF OFFER**

 This offer is irrevocable and expires at 23h00 on the \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2018 and is binding on the parties upon acceptance hereof without the Purchaser having been notified of the Seller’s acceptance hereof. Revocation of aforementioned time can only be done by written notice to the Agent/Seller.

OFFER TO PURCHASE MADE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2019

AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Place)

I, the Purchaser, hereby confirm that the full extent of my obligations and rights herein have been explained to me and that I have been given an opportunity to make the necessary enquiries in respect of the property and all material aspects related to this property and sale and that I understand the effect of this agreement.

AS WITNESSES

1.

 PURCHASER

2.

 SPOUSE/SECOND PURCHASER

I, the Seller hereby confirm that the full extent of my obligations and rights herein have been explained to me and that I have been given an opportunity to make the necessary enquiries in respect of the sale of the property and all material aspects and certify that all contained in the immovable property condition report is true and correct.

ACCEPTED ON THE \_\_\_DAY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2019

AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Place)

AS WITNESSES

1.

 SELLER

2.

 SPOUSE/SECOND SELLER

|  |  |
| --- | --- |
| **PURCHASER** |  |
| FULL NAMES AND SURNAME |  |
| ID NUMBER |  |
| FULL NAMES AND SURNAME OF SPOUSE |  |
| ID NUMBER OF SPOUSE |  |
| MARITAL STATUS |   |
| DATE OF MARRIAGE |  |
| PRESENT RESIDENTIAL ADDRESS |  |
| PRESENT POSTAL ADDRESS |  |
| FUTURE POSTAL ADDRESS |  |
| TELEPHONE NUMBER | (WORK)(HOME) |
| TELEPHONE NUMBER OF SPOUSE | (WORK)(HOME) |
| E-MAIL ADDRESS |  |

The purchaser is aware and he understands that he will have to pay on request the transfer costs including transfer duty and bond costs, which have been explained to him.

PURCHASER: SPOUSE:

WITNESS:

|  |  |
| --- | --- |
| **SELLER** |  |
| FULL NAMES AND SURNAME |  |
| ID NUMBER |  |
| FULL NAMES AND SURNAME OF SPOUSE |  |
| ID NUMBER OF SPOUSE |  |
| MARITAL STATUS |  |
| DATE OF MARRIAGE  |  |
| PRESENT RESIDENTIAL ADDRESS |  |
| PRESENT POSTAL ADDRESS |  |
| FUTURE POSTAL ADDRESS |  |
| TELEPHONE NUMBER | (WORK)(HOME) |
| TELEPHONE NUMBER OF SPOUSE | (WORK)(HOME) |
| PRESENT BOND HOLDER AND BRANCH |  |
| ACCOUNT NUMBER |  |
| ARE YOU THE REGISTERED OWNER? |  |
| WHERE DO YOU PAY YOUR LEVY? |  |
| TEL NR OF BODY CORPORATE |  |
| E-MAIL ADDRESS |  |

The Seller accepts that he will have to pay bond cancellation costs (if there is a bond over the property), an electrical compliance certificate, levies (if applicable) and 4 (four) months of rates and taxes in advance (which amount the city council will refund in due course.

SELLER: SPOUSE:

WITNESS: \_\_\_\_\_\_\_\_\_\_\_\_