

OFFER TO PURCHASE

TO THE SELLER

I/We, _____ (“Purchaser”),
with ID number (s) _____
located at _____
Herewith makes an Offer To Purchase from _____ (“Seller”)
residing at _____ (“Seller’s Address”)
with ID number _____.

the property known as:

Erf/stand no: _____	Township: _____
Measuring: _____ m ²	
Street Address: _____	

1. TRANSFER ATTORNEY AND COSTS

Transfer is to be effected by _____ (hereinafter referred to as the *Conveyancer*) as soon as reasonably possible, upon payment of the purchase price at the Purchaser’s expense, including but not limited to all costs of transfer, such as transfer duty or VAT (if applicable), legal charges, Deeds Office fees and the like, which transfer costs shall be payable by the Purchaser to the Conveyancer on demand.

2. POSSESSION AND RISK

Vacant occupation and possession shall be given by the Seller to the Purchaser on **registration**, from which date the Purchaser shall be entitled to all benefits from and be liable for all risks of ownership in respect of the property. Notwithstanding anything to the contrary herein contained, it is recorded that the Seller shall maintain the current homeowners’ insurance policy over the property until date of transfer as well as liability for rates and taxes on the property from such date up until registration. Should any damage occur to the property after date of possession but prior to transfer, which is covered by such insurance, and then the Seller shall lodge the necessary claim with the insurance company.

3. OCCUPATIONAL RENT

Should the date of transfer not coincide with the date of possession then the party enjoying such possession shall pay to the registered owner occupational rent in the sum of _____, payable monthly in advance at the offices of the Conveyancer.

4. PURCHASE PRICE

The purchase price shall be _____ (_____) (in words), payable as follows:

- 4.1. The Purchaser shall pay a deposit of _____ (_____) (in words) within _____ days to the transferring attorney, such deposit to be held in trust, pending transfer, in an interest bearing account of the

conveyancer's choosing , the interest thereon accruing to the Purchaser.

- 4.2. The Purchaser shall supply written guarantees by a financial institution in a form acceptable to the Conveyancer securing payment of the balance of the purchase price upon registration of transfer, within 30 days of fulfilment of the suspensive conditions.
- 4.3. If not for Clause 4.2 above, the Purchaser shall within 30 days, and before occupation, pay in cash the outstanding balance of the purchase price to the transferring attorney, such deposit to be held in trust, pending transfer, in an interest bearing account of the conveyancer's choosing , the interest thereon accruing to the Purchaser.

5. MORTGAGE BOND

This offer is subject to the suspensive condition that the Purchaser obtain a loan secured by a mortgage bond by a bank or other financial institution on its standard terms and conditions for an amount of _____ (_____) or such lesser amount as may be acceptable to the Purchaser by no later than _____.

Such loan/bond shall be applied for forthwith by the Purchaser/ the agent or the seller on behalf of the purchaser to a Bank or Financial Institution and approval must be confirmed in writing by such Bank or Financial Institution by no later than the date as aforesaid, or within such extended period as the Seller may in his sole discretion allow. The Purchaser undertakes to take all reasonable steps and sign All documents and/or consents which may be required for the purposes of obtaining the aforementioned loan/bond and binds his utmost good faith in pursuing all reasonable bond finance. The Purchaser furthermore undertakes to sign, when called upon to do so, all documents and/or applications in pursuit of such loan both before and after bond approval.

6. FIXTURES AND FITTINGS

The property is purchased with all fixtures and fittings of a permanent nature. The Seller warrants that he is the lawful owner thereof and is accordingly entitled to sell same.

7. ELECTRICAL CERTIFICATE OF COMPLIANCE AND GAS CERTIFICATE OF CONFORMITY

7.1 The Seller hereby undertakes to furnish the Conveyancer, prior to occupation by the Purchaser or transfer of the Property into the name of the Purchaser, whichever is the earlier, at his own expense, with an Electrical Certificate of Compliance and an electrical fence certificate of compliance by an approved electrical contractor in terms of the Electrical Installation Regulations of 1992, Act 6 of 1983, for delivery to the Purchaser.

7.2 A Gas Certificate of Conformity shall be issued by a Registered Gas Installer on change of ownership in cases where a property has a built-in gas appliance. The Certificate is to be handed to the Transferring Attorney for delivery to the Financial Institution - Certificate to be paid by the Seller.

7.3 The Seller acknowledges his / her obligation to ensure that the Electrical Compliance Certificate as well as the Gas Certificate of Conformity is issued by registered persons. The Purchaser shall have no claim whatsoever against the Seller in this regard once the Certificates has been issued and no further liability shall rest upon the Seller. The Purchaser shall take up any dispute in this regard directly with the issuer of the Certificate. The Purchaser hereby indemnifies the Seller from any claims that may arise there-from.

8. WARRANTIES & WHOLE AGREEMENT

The parties acknowledge that no warranties or representations, other than those specifically recorded herein (if any), were made in connection with this agreement before same was concluded and that no such representations or warranties other than those imposed by law may be relied on by any of the parties. No variation to this agreement or cancellation of this agreement by consent between the parties shall be binding on the parties unless reduced to writing and signed by the parties hereto.

9. VOETSTOOTS

The property is sold "voetstoots" (i.e. in the condition as it currently stands) and the Seller shall not be responsible for any patent defects therein. The Seller shall not be responsible for the furnishing of any diagrams of the property or for the correctness of the boundaries or beacons or for pointing out same. The property is furthermore sold as described in the existing Title Deed or Deeds thereof and is subject to all conditions and servitudes attaching thereto or mentioned or referred to in the said Title Deed or Deeds and subject to the rights of any Municipal, Local or Provincial Authority or of the State. The Purchaser agrees to accept title as held by the Seller who shall not be liable for any deficiency in extent which may be revealed on any re-survey, nor shall the Seller benefit by any possible surplus.

10. BREACH

In the event of either party failing to fulfil on due date his obligations in terms hereof and remaining in such default within **7 (SEVEN) days** of delivery of a written notice by the innocent party calling upon the guilty party to rectify such default, then and in such event, the innocent party shall have the right to;

10.1. Claim specific performance of this agreement and demand fulfilment of his/her obligations in Terms thereof; or

10.2. Cancel the contract without prejudice to the innocent party's rights to claim all damages suffered as a result of such breach.

12. GENERAL

The parties hereto choose the address reflected next to their respective names in clause 1 above, as the address at which they will accept service of any notices and/or legal process in terms hereof. Accordingly, service of any communication required in terms of the agreement at the aforesaid respective addresses shall be deemed adequate notice in terms hereof. The parties also agree that communication via email be considered binding and sufficient.

12.1 The seller undertakes to maintain the property in good order and repair until date of occupation.

12.2 Both parties agree that no alterations will be done to the property prior to registration transfer.

12.3 Both parties, by their signature hereto, warrant that their tax affairs with the South African Revenue Services (SARS) are in order and up to date or, in the event of this not being the case, that agreement has been reached and that the necessary arrangements have been made with SARS in respect thereof.

12.4 The seller warrants that the outstanding balance on the mortgage bond does not exceed the net selling price (after brokerage has been allowed for) and if so, undertakes to pay any shortfall on demand.

12.5 The Purchaser will submit pre-qualification documentation to a bond originator as nominated by the Seller. The Purchaser is not obliged to make use of and/or accept any offers of finance from the bond originator. The Bond Originator is herewith nominated as _____.

13. RIGHT OF FIRST REFUSAL / CONTINUED MARKETING

13.1. The Seller reserves the right to continue marketing the property described in this Agreement of Sale, pending fulfilment of all the suspensive conditions by the purchaser, whereafter the Purchaser will immediately notify the Seller of fulfilment of such suspensive conditions.

13.2. Should the Seller receive an offer from a third party ("the Second Offer") the Seller will notify the Purchaser in writing of such an offer.

13.3. The Seller reserves the right to accept the Second and/or any further offers with the clear understanding that the first party (Purchaser) to obtain finance approval or fulfilling of all suspensive conditions, will become the rightful Purchaser and the other Agreement(s) will be cancelled in writing by the Seller.

Accepted and signed at _____ this _____ day of _____

PURCHASER _____ **PURCHASER** _____

Accepted and signed at _____ this _____ day of _____

SELLER _____ **SELLER** _____

PURCHASER	
FULL NAME(S)	
ID NR(S)	
MARITAL STATUS	
PRESENT RESIDENTIAL ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	
