



YOUR AGENT: _____ Tel: _____ Cell: _____

OFFER TO PURCHASE

THE PARTIES

To:

.....

(Hereinafter referred to as 'the Seller') currently residing at

.....

I / We:

.....

(Hereinafter referred to as 'the Purchaser') currently residing at

.....

Hereby offer to purchase through the Agency of

(Hereinafter referred to as 'the Agent/Agency')

THE PROPERTY (Delete a) or b) below

a) Freehold Stand No.: in the Township of

in the District of being Street Address

.....

b) Apartment / Townhouse No.: Section No.: Sectional Scheme (SS) No.:

in the building known as on stand no.....

in(Street) of Township..... District

Refer to attached house rules where applicable

Levy: R.....p.m. Special Levy(if any): R.....

Including exclusive use areas (if any)

The Property is sold together with all buildings, erections and improvements of a permanent nature thereon, subject to all terms and servitudes mentioned or referred to in the current and/or prior Title Deeds of the said Property, and to all existing conditions of title which may exist in regard thereto, in the condition and to the extent as it now lies, voetstoots, on the following terms and conditions:

1. PURCHASE PRICE

The purchase price is R (.....)
.....)

Payable as follows:

1.1 R (.....)
.....)

to be deposited with the Conveyancer withindays of acceptance of this offer. The Conveyancer shall deposit this sum in an interest bearing trust account for the benefit of the Purchaser.

1.2 The balance of R..... (.....)
.....)

shall be paid to the Seller upon registration of transfer of the Property into the name of the Purchaser and shall be secured by means of a bankers or other guarantee within:

- 1.2.1 30 days of a mortgage bond/s referred to in clause 2. being granted; or
- 1.2.2 7 days of registration of transfer of the Purchaser's property referred to in clause 3. The Purchaser undertakes to forthwith irrevocably instruct the Conveyancer attending to the transfer of the Second Property to pay the monies to the Conveyancer herewith nominated, or;
- 1.2.3 15 days of signature hereof if this agreement is not subject to 2. and / or 3.

1.3 The Seller warrants that the purchase price is sufficient to cover the outstanding bonds / Agents commission, rates and taxes, electricity and water and other imposts levied by the Local Authority, or Body Corporate.

1.4 The Seller declares that **he is / is not** (*delete whichever is not applicable*) a registered vendor in terms of the Value Added Tax act of 1991 (as amended). Should the Seller be registered for VAT, he undertakes to make payment to S.A. Revenue Services in respect of the amount due.

2. BOND FINANCE

This sale is conditional upon the Purchaser being able to obtain from a financial institution, within

..... days of signature hereof, a loan/s of not less than R (.....)
.....)

on the security of a mortgage bond/s to be registered over the property at rates and subject to terms and conditions as imposed by the financial institution to which application is made for the Purchaser at his expense, by the Seller or his Agent.

The Purchaser undertakes to complete, sign and submit to the Agent, or the Agent's Representative, a loan application within 7 (seven) days of acceptance of this offer and, subsequently, on request, to complete any new loan application and all documents deemed necessary by the Agent, to facilitate transfer, failing which, the suspensive condition herein contained shall be deemed to be fulfilled.

Irrespective of anything to the contrary contained in this agreement, the loan as aforesaid shall be deemed to be granted within the period stipulated, should a financial institution to which application is made, issue a quotation and/or pre-agreement statements, or similar documents purporting to have the same effect and meaning, within the period stipulated in this clause.

Should the required loan as aforesaid not be granted within the period stipulated, then this agreement will automatically be cancelled and be of no further force or effect. Should the loan/s be granted for a lesser amount upon the Purchaser's request, this condition shall be deemed to be fulfilled.

2.1 Should the Purchaser by virtue of removing the suspensive condition relating to the sale of the Second Property as stated in clause 3.2 require to increase the amount of the mortgage bond applied for, the bond approval date may be extended by a maximum of 10 days, and such bond must be unconditional, and should bond grant / security or guarantees not be received by the said date, this agreement will automatically be cancelled.

3. SALE OF SECOND PROPERTY

*** (PROPERTY SOLD BUT NOT REGISTERED)**

This sale is conditional upon the successful conclusion and registration of the sale of the Purchaser's Property, being Stand/Section No..... situated at (Street)

.....(Township).....(District) (hereinafter referred to as the 'Second Property'). In terms of the Agreement of Sale of the Second Property between this Purchaser and his Purchaser, being

....., dated or any amendment thereof, all suspensive conditions contained in the said Agreement of Sale of the Second Property must be fulfilled by no later thanThe Purchaser further warrants that all the other terms and conditions of the sale of the "Second Property" will enable him to perform in terms of this agreement.

*** (SALE OF SECOND PROPERTY STILL TO BE SOLD)**

The sale is conditional upon the Purchaser being able to withindays of signature, sell his Property being Stand/Section No..... situated

..... (hereinafter referred to as the 'Second Property') for the gross purchase price of not less than

R..... (.....)

.....) on terms and conditions that will enable the Purchaser to fulfil the terms of this offer. Should the Purchaser accept a lower price, this condition shall be deemed to be fulfilled. The Purchaser generally undertakes to co-operate with the Agent in his endeavour to market and sell the Second Property and timeously fulfil this condition, and to apply for the required bond in terms of clause 2. Pending fulfilment of this condition, the Seller shall be entitled to continue to market the Property until successfully sold and should, prior to fulfilment of this condition, a bona fide offer (herein referred to as the 'Competing Offer') for the Property be received, which, but for this agreement, the Seller wishes to accept, the Seller may do so subject to the following:

- 3.2.1 The Competing Offer shall be unconditional except for the granting of an unconditional bond in favour of the Purchaser. The Seller undertakes not to accept any Competing Offer that is conditional upon the sale of another property.
- 3.2.2 A copy of the Competing Offer shall be delivered to the Purchaser herein, who shall be given the option for 72 hours from delivery, to waive clause 3. in its entirety.
- 3.2.3 The Purchaser shall exercise this option in writing and same must be delivered timeously to the Seller.
- 3.2.4 Should the Purchaser not timeously exercise this option as aforesaid, the Seller shall be entitled to accept the Competing Offer and, on acceptance thereof, this agreement between the Seller and the Purchaser shall thereupon immediately and automatically become cancelled without the prejudice to any party.

** (Delete 3.1 and/or 3.2 whichever is not applicable)*

4. OCCUPATION, TENANCY AND RENTAL

The Seller and all other occupants of the Property shall be bound and obliged to vacate the Property on

..... provided that all suspensive conditions of the Agreement of Sale have been fulfilled, from which date the Purchaser shall be entitled and obliged to occupy the Property.

Should the Purchaser take occupation before transfer, he shall pay the Seller

R..... (.....)
monthly in advance in lieu of the rent from date of occupation to date of transfer. If transfer is registered before the Purchaser takes occupation, the Seller undertakes to pay the Purchaser on the same basis from date of transfer to date of occupation. Occupational rent to be paid to the Conveyancer. The Seller shall ensure that the Property is in the same condition when the Purchaser takes occupation as it was at the date of signature of this agreement.

If occupation is given to the Purchaser before date of transfer, the Purchaser:

- a) shall not be entitled to make any alterations to the Property before transfer without the prior written consent of the Seller, which consent shall be at the Seller's sole and absolute discretion.
- b) The Purchaser and all other occupants shall be obliged to vacate the Property upon cancellation of the sale for any reason whatsoever, it being agreed that no tenancy was or shall be created by any such prior occupation.

a) * The Purchaser is hereby notified and acknowledges that the Property is let to a Tenant and that the purchase is made subject to the Tenant's rights.

OR

b) * The Seller warrants that the Purchaser will obtain actual occupation of the Property on the date provided herein.

*** (Delete whichever does not apply)**

5. BENEFITS AND RISK

On registration of transfer of the Property, the risk of ownership thereof shall pass to the Purchaser, from which date the Purchaser shall receive all benefits from, and be responsible for all rates and taxes and any other imposts levied upon the Property.

Should the Property hereby being sold be a Sectional Title unit, the parties agree that the Seller shall not be liable for the levies and/or any special levies due and payable to the Body Corporate as from date of registration of transfer into the Purchaser's name. Accordingly, the Purchaser shall be liable and pay all levies and/or all other relevant costs due to the Body Corporate from date of registration. The Purchaser hereby indemnifies the Seller against any claims in terms of Section 37 of the Sectional Titles Act.

Should it transpire at any stage after signature hereof that the Body Corporate or Homeowner Association (if applicable) impose a special levy with regard to expenses underestimated or incurred or resolution taken, for any period before signature hereof, the Seller shall refund such amount to the Purchaser when it becomes payable by the Purchaser.

6. COMMISSION

Agent's commission on the full purchase price calculated at..... % R

(.....) inclusive of VAT on the commission, shall be deemed to have been earned upon signature of this agreement of sale by both parties and the subsequent fulfilment of all suspensive conditions hereof and shall be payable on registration. The Seller shall continue to be liable to the Agent if the sale shall be cancelled either by mutual consent or reason of any breach of this agreement by the Seller.

6.1 The Purchaser warrants to the Seller that he / she was not introduced to the Property by any other than the Agent who was the effective cause of the sale.

6.2 In the event of the sale being cancelled or not proceeded with due to any default by the Purchaser, then, and in such event, and notwithstanding anything to the contrary herein contained, the Purchaser shall become personally liable to the Agent for the payment of the commission and the Agent shall be entitled at his option to claim commission from the Purchaser.

6.3 The parties hereby irrevocably instruct the Conveyancer to withhold registration of transfer in the event of the proceeds of the sale being insufficient to pay the full amount of the commission due to the agent, until such time as the deficit has been made up. The Conveyancer shall undertake to secure the agents commission on registration of transfer, and acknowledge receipt of instruction within 10 days.

6.4 The provisions of this clause as well as certain other provisions herein are intended by the Seller and Purchaser to be a contract for the benefit of the Agent (stipulati alteri) which may be enforced by the Agent, it being recorded and agreed that the agent has accepted the benefits hereof by the Agent's signature at the foot hereof.

6.5 The parties agree that the commission amount stipulated in clause 6. hereof shall be paid to the following NNPN participant agencies as follows:

Listing Agency: their share being %

Mandate Agency: their share being %

Selling Agency:their share being %

The parties irrevocably instruct and authorise the Conveyancer to pay directly to each participant agency its share of the commission.

7. BREACH

Should either party breach any provision of this agreement and fail to remedy such breach within 10 days after dispatch of written notice by registered mail or fax (with proof of successful transmission) requiring such breach to be remedied, the aggrieved party shall be entitled, without prejudice to any other rights in law, to cancel this agreement forthwith, or, claim immediate specific performance of all the defaulting party's obligations and/or to claim damages.

The aggrieved party shall be entitled to receive or retain as rouwkoop or as a genuine pre-estimate or on account of any pending determination by court of actual damages sustained, the balance of the deposit and any other monies paid by the Purchaser after deduction of the commission payable to the Agent in terms of clause 6. hereof.

8. SARS

As a result of the South African Revenue Services (SARS) doing risk analysis on both the transferor and the transferee on all property transactions both the Seller and the Purchaser warrant to each other and the agent that all tax issues (whether personal or otherwise) including but not limited to tax returns and tax payments are current and up to date. The defaulting party will be liable for all costs incurred and damages suffered by the aggrieved party as a result of a breach of this warranty. The aggrieved party shall also be entitled to place the defaulting party on terms and thereafter cancel the agreement if this warranty is breached. The remedies are in addition to all rights which the parties have in terms of this agreement or in Law.

The Seller is aware that if he is a foreign national, a percentage of the proceeds must be withheld in terms of current taxation requirements, pending receipt of a tax clearance certificate from SARS, and the Purchaser and the Agent, being liable to SARS to give effect to this requirement, hereby instruct the Transferring Attorney to withhold the required percentage, pending receipt of such certificate.

9. JURISDICTION

For the purposes of all or any proceedings herein the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the act pursuant to Section 45 of the Magistrate's Court Act 1944 as amended. However, an aggrieved party may at his sole option institute proceedings in any other competent Court, which has jurisdiction.

10. TRANSFER

The Seller hereby nominates as Conveyancer to effect transfer. All costs incidental to transfer, including transfer duty and stamp duty, shall be paid by the Purchaser on demand. The Seller and the Purchaser undertake immediately upon being requested to do so, to sign all documents required to be signed in connection with the transfer, the cancellation of all bond/s at present registered over the property and the registration of any bond/s to be registered in terms of this agreement.

11. FIXTURES AND FITTINGS

The Property is sold with all fixtures and fittings of a permanent nature, which the Seller warrants are fully paid for, and owned solely by the Seller, including all existing garden trees/shrubs/plants, stove, electrical light fittings/shades and (if any) curtain rails/rods/pelmets/blinds, swimming pool equipment/filters/motors, fitted carpets, fitted kitchen storage units, post box, electrical geyser(s), TV aerial, burglar alarm system, door bell/knocker, keys and remotes. All electrical items are to be in working order on date of occupation.

Specific Inclusions:

.....

Specific Exclusions:

.....

12. SOLD BOARDS

The Seller and Purchaser agree that the Agent/s are permitted to place 'SOLD' signs in front of the Property for a period of 90 (ninety) days after suspensive conditions have been fulfilled.

13. DOMICILIUM

The parties choose domicilium citandi et executandi for all purposes hereunder at their address stipulated under their respective names, in the pre-amble to this agreement. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received at the addresses on the third day following posting thereof by prepaid registered post, or on the date of delivery thereof, if delivered by hand.

14. ELECTRICAL CERTIFICATE OF COMPLIANCE

The Seller shall obtain, at his expense, a Certificate of Compliance in accordance with the regulations under the Health and Occupational Safety Act No.85 of 1993. The Seller shall within 14 (fourteen) days of fulfilment of the suspensive conditions, deliver the said Certificate to the Conveyancer. Should the Seller fail to furnish the Certificate, the Purchaser will be entitled to obtain same and in that event, the Seller hereby authorises the Conveyancer to deduct the cost of obtaining same from the nett proceeds and to re-imburse the Purchaser. The parties hereby instruct the Conveyancer not to effect transfer of the property into the Purchaser's name, until the said certificate has been delivered to the Conveyancer.

15. * COOLING OFF PERIOD (only applicable to properties up to R250 000)

The Purchaser's attention is drawn to the rights conferred upon him by virtue of Section 29(A)(1) of the Alienation of Land Act No.68 of 1981 (as amended), which is subject to section 29(A)(5), in terms of which he may revoke/terminate this Offer To Purchase/Deed of Alienation by written notice to the Seller within 5 (five) days (excluding date of signature of this agreement and excluding Saturdays, Sundays and Public Holidays) after signature hereof, and to have any amount already paid by him in terms hereof refunded in the event of

such termination. Notice of termination must be delivered in writing to the Agent before 5pm on.....

16. IRREVOCABLE OFFER

This offer is irrevocable until midnight on..... and is binding upon signed acceptance at any time prior thereto, irrespective of notification to the Purchaser.

17. GENERAL

- a) This document constitutes the entire agreement between the parties, and no addition to or variation of this Offer To Purchase shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties
- b) The parties acknowledge that they understand and agree to the contents hereof and that the Agent has explained the meaning and consequences of the material provisions of this agreement to them.
- c) Neither the Seller nor the Agent on the Seller's behalf has warranted the correctness of any advertisements relating to the Property, nor the size or extent of the Property.
- d) The Seller warrants that all rates and taxes / outstanding levies in respect of the Property have been paid in full as at date of signature hereof.

18. OTHER UNDERTAKINGS / CONDITIONS

.....
.....
.....
.....

Thus done and signed by the **Purchaser** at

on this day of at am/pm

.....
Purchaser Purchaser As Witness As Witness

Thus accepted by the **Seller** at

on this day of at am/pm

.....
Seller Seller As Witness As Witness

Signed by the **Agent** at

on this day of at am/pm

Who hereby accepts the benefits contained in clause 6 of this contract.

.....
Agent