

Offer to purchase (immovable property)

Made and entered into by and between:

Name: _____

ID No: _____

Address:

("the Seller")

and

Name: _____

ID No: _____

Address: _____

("the Purchaser")

WHEREAS

1. The Seller is the registered owner of the property more fully described as Freehold Stand No: _____ (*insert the description of property*) in the Township of _____, in the district of _____ Municipality being Street Address

("the Property").

2. And the Purchaser hereby wishes to purchase the said property 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 such other conditions and servitudes which may exist in regard thereto, in the condition and to the extent as it now lies voetstoots, on the following terms and conditions:

3. **Purchase Price**

The purchase price is R _____ payable as follows:

3.1 R _____ be deposited with the Conveyancer (SEE CLAUSE 10 HEREOF) within 14 days of acceptance of this offer.

The Conveyancer shall deposit this sum in an interest bearing trust account for the benefit of the Purchaser.

3.2 The balance of the purchase price, namely R _____ shall be paid to the Seller upon registration of transfer of the property into the name of the Purchaser ("the transfer") and shall be secured by means of a bankers or other guarantee within 30 days of the mortgage bond referred to in clause 5 hereof being granted.

3.3 The Seller warrants that the purchase price is sufficient to cover the outstanding bond, rates and taxes, electricity and water and other imposts levied by the Local Authority.

4. **Voetstoets**

The Purchaser acknowledges that this property is purchased voetstoots, any differences to quantity, quality, description or otherwise, notwithstanding, and the Purchaser acknowledges that he has fully acquainted himself with the property, its nature, extent and

locality. The Purchaser further undertakes to take the property with all its benefits and effects, latent and patent, the Seller and their agents being entirely free from all liability.

5. **Bond finance**

This sale is conditional upon:

- 5.1 The Purchaser being able to obtain from a registered financial institution, within 30 days of signature hereof, a Loan/s of not less than _____ 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 by the Purchaser.
- 5.2 The Purchaser undertakes to complete, sign and submit to such financial institution, 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 Seller to facilitate transfer, failing which the suspensive condition herein contained shall be deemed to be fulfilled.
- 5.3 This document is null and void if the bond is not granted within 30 days of acceptance of this offer.

6. **Occupation, tenancy and rental**

- 6.1 The Seller and all other occupants of the Property shall be bound and obliged to vacate the Property on date of transfer from which date the Purchaser shall be entitled and obliged to occupy the Property.
- 6.2 In the event that the Purchaser is unable to take occupation due to the continued occupation of the Seller or any person claiming under him or her or any other person, the Seller will be liable for

any legal fees, costs and any other monetary loss suffered by the Purchaser as a result thereof including the legal fees and costs of evicting the said persons from the premises and the Seller hereby authorises the Conveyancer to deduct such costs from the net proceeds and to re-imburse the Purchaser.

- 6.3 Should the Purchaser take occupation before transfer, he shall pay the Seller R_____ (*this amount needs to be negotiated*) monthly in advance *in lieu* of the rent from date of occupation to date of transfer together with electricity consumption costs, water usage costs and refuse removal costs. 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.

7. **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 upon the property.

8. **Breach**

Should either party breach any provision of this agreement and fail to remedy such breach within 14 days after despatch of written notice by Registered Mail 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 and/or to claim damages from the defaulting party.

Any costs, including attorney and own client costs, incurred by either party arising out of the breach by the other party of any of the provisions of this agreement shall be borne by the party in breach.

9. **Jurisdiction**

For the purpose 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**

Transfer shall be effected by the Purchaser's Conveyancer,
_____ (*insert name of nominated conveyancer*) and shall take place on _____.

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 bonds at present registered over the property and the registration of any bonds 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 by the Seller, including all

_____ (*insert items*)

The Seller warrants that all of the above are in good working order.

Specific exclusions:

12. **Domicilium**

The parties choose domicilium citandi et executandi for all purposes hereunder at their addresses stipulated under their respective names, in the preamble 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 address on the third day following posting thereof by prepaid registered post or on the date of delivery thereof if delivered by hand.

13. **Electrical certificate and compliance**

The Seller shall obtain, at his expense, a Certificate of Compliance in accordance with the regulations under Machinery and Occupational Safety Act No. 85 of 1983. The Seller shall within 14 days of the fulfilment of the suspensive conditions, deliver said Certificate to 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.

14. **Wood borer eradicator**

Notwithstanding anything else to the contrary, the Seller shall obtain at his cost a report/certificate issued by a Government approved Wood Borer Eradicator to the effect that there is no evidence of timber-destroying insects or damage thereby in the property. Should there be evidence of infestation or damage, the Seller shall be obliged at his expense, to contract with an Eradicator or any other qualified person to carry out treatment and repairs to the property so as to enable an Eradicator to issue the required report/ certificate.

15. **Irrevocable offer**

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

16. **General**

16.1 This document constitutes the entire agreement between the parties; and

16.2 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;

16.3 The parties acknowledge that they understand and agree to the contents hereof.

Thus done and signed by the Purchaser at _____ on this the ____ day of _____ 201____ in the presence of the undersigned witnesses.

Purchaser

Witness

Witness

Thus accepted by the Seller at _____ on this the ____ day of _____ 201____ in the presence of the undersigned witnesses.

Seller

Witness

Witness

ANNEXURE A

Purchaser:

Full Name:

Spouse's Full Name:

Marital Status:

I.D.No:

Present Address:

Phone:

Place of Business:

Seller:

Full Names:

Spouses Full Name:

Marital Status:

I.D.No.:

Forwarding Address:

Phone:

Registered owner: