



Marie Victor
Attorneys & Conveyancers

OFFER TO PURCHASE
which, after acceptance by the Seller, constitutes a
PURCHASE AGREEMENT

The "**Purchaser**" is: _____

with ID/Registration Number: _____

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

with ID Number: _____

*(*Delete if not applicable)*

The "**Seller**" is: _____

with ID/Registration Number: _____

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

with ID Number: _____

*(*Delete if not applicable)*

The "**Property**" is:

Stand Number _____ Suburb: _____

OR if Sectional Title : Unit Number: _____ Name of Scheme: _____

1. SALE AND PURCHASE

The **Seller** hereby sells to the **Purchaser** the **Property**, together with all permanent improvements, fixtures and fittings, which will include the stove; built-in units and cupboards; electrical installations and light fittings; curtain fittings and rails; wall-to-wall carpeting; blinds and awnings; installed alarm system; electronic consoles and existing keys; built-in braai; all fencing and trees; shrubs and plants; television aerials and satellite dish (including M-Net and DSTV connections); built-in heaters; built-in air-conditioning systems. *(Delete whichever is not applicable.)*

2. PURCHASE PRICE

- 2.1. The purchase price for the **Property** is the sum of R _____ (_____ Rand)
- 2.2. A **Deposit** in the amount of R _____ (_____ Rand). The **Purchaser** shall pay the deposit or the full purchase price to the conveyancer within _____ calendar days after signature hereof to be kept in Trust until registration of the transfer by the conveyancer, in an interest bearing account at a financial institution of the Conveyancer's choice. The interest accrued on the amount shall be for the benefit of the **Purchaser**.
- 2.3 For the balance of R _____ (_____ rand) the **Purchaser** will deliver Bank guarantees to the **Seller** and/or his nominee/s within 14 (fourteen) calendar days after fulfilment of clause 3.

3. SUSPENSIVE CONDITIONS

- 3.1. The **Purchaser** shall apply for a **Loan** in the amount of R _____ (_____ rand). This agreement is subject to the suspensive condition that the **Purchaser** receives approval of the loan within _____ calendar days after signature of this agreement, from a financial institution, against registration of a first mortgage bond over the **Property**.
- 3.1.1. The **Purchaser** shall apply for such a loan on the first business day after acceptance of this offer by the **Seller**. In this regard the **Seller** and/or the **Agency** is irrevocably authorized to apply for such a loan on behalf of the **Purchaser** at banks and/or other financial institutions which may be appropriate under the circumstances.
- 3.1.2. The **Purchaser** undertakes to provide all documentation and information that may be necessary to fulfil the above mentioned conditions on request from the **Agency/Seller/Bank Consultant**. The loan obtained by the **Purchaser** shall be subject to the normal conditions of banks and/or other financial institutions.
- 3.1.3. If the **Purchaser's** loan is not approved within the provided time period, the period will automatically be extended with 14 (fourteen) calendar days.
- 3.1.4. The condition referred to in Clause 3.1 above shall be deemed to have been fulfilled upon approval of the **Purchaser's** loan in terms of the National Credit Act 34/2005.
- 3.1.5. The **Purchaser** acknowledges that he/she is aware that the granting of credit is subject to costs and charges levied in terms of the National Credit Act.

4. OCCUPATION

- 4.1. Undisturbed occupation of the **Property** shall be given to the **Purchaser** on **date of registration of transfer** / _____ (specify date) or as otherwise agreed between the parties in writing, as soon as all suspensive conditions in terms of this agreement have been fulfilled.

- 4.2. If the date of occupation does not coincide with the date of registration of transfer, the party occupying the Property while it is registered in the name of the other party, shall pay monthly in advance on the first day of the month for the period of occupation, as compensation, occupation rental in the amount of R_____ (_____rand), which amount must be paid to the conveyancer. In the event of registration of transfer during a month, the conveyancer will refund the **Purchaser/Seller pro rata** for any amount of occupational rent paid in advance. Such refund will be calculated for the period between the date of registration of the transfer until the end of the month for which occupational rent was paid.
- 4.3. Occupational rent not paid on the due date shall bear interest at the current prime rate plus 2% (two percent) on the amount in arrears and calculated for the period until payment of the full amount.
- 4.4. The **Purchaser** shall not change and/or attach anything to the **Property** before registration of the Property in his name. 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 which the **Purchaser** may have effected to the **Property**.
- 4.5. In the event of the **Property** being let to a tenant, the **Purchaser's** right to occupation will be subject to the tenant's rights in terms of the lease agreement. The rental income will still be due to the **Seller** until the date of registration of transfer into the name of the **Purchaser**. The **Seller** shall deliver a copy of the lease agreement to the **Purchaser** within 7 (seven) calendar days of signature of this Offer to Purchase.

5. RISK AND BENEFIT

On date of registration of transfer, all risks of damage in connection with the **Property** and ownership shall be transferred to the **Purchaser**, together with all the benefits and responsibilities for payment of any rates, property taxes and/or expenses in connection with the **Property**. The **Purchaser** shall also be responsible to insure the **Property** against any contingency.

6. TRANSFER AND COSTS

The **Seller's** conveyancer, who is **MARIE VICTOR ATTORNEYS & CONVEYANCERS, 248 DANIE THERON STREET, PRETORIA NORTH (Tel : 0125466402)** shall ensure the registration of the transfer immediately after all the suspensive and all other relevant conditions as set out in this agreement have been fulfilled. Transfer and bond costs must be paid on request, immediately by the **Purchaser** to the transfer-and/or bond attorneys. The **Purchaser** and **Seller** must immediately upon request provide all information and sign all documents in order to ensure registration of the **Property** and/or bond(s) over the **Property**.

7. CONDITION OF THE PROPERTY

- 7.1 The **Property** is sold voetstoots, as it stands and the **Seller** declares that the **Property** is suitable for its intended purpose as a residential dwelling, alternatively for the specific purpose it is intended for.
- 7.2 The **Purchaser** is expressly informed that the **Property** is to be inspected properly. The **Purchaser** is entitled to receive the **Property** in the same condition as when the **Purchaser** inspected the **Property**. The **Purchaser's** attention is specifically drawn to this clause in terms of Section 49 of the Consumer Protection Act.
- 7.3 The **Purchaser** cannot cancel the agreement, claim a reduction in purchase price, institute a claim against the **Seller** or **Agent**, cannot withhold registration or require that a retention be kept for:
- 7.3.1 any defects disclosed in Annexure F;
 - 7.3.2 defects detected by the **Purchaser** or an expert on behalf of the **Purchaser** after signature of this agreement;
 - 7.3.3 defects the **Seller** did not agree to repair as set out in this agreement or by way of addendum;
 - 7.3.4 defects the **Seller** was not aware of.

- 7.4 The **Seller** can give no warranty against defects, other than those specified herein. The **Seller** will NOT be liable for any alterations / renovations to the **Property**, unless otherwise specified in this document.
- 7.5 The **Property** is subject to all the terms and conditions of title and all other conditions which may exist in regard thereto. The **Purchaser** has been made aware of the fact that the title deed to the **Property** is available for inspection as a public document. If the **Property's** size or dimensions have been erroneously described, the description thereof as in the **Seller's** title deed shall apply.

8. GUARANTEES AND WARRANTIES BY THE SELLER

- 8.1 The **Seller** warrants that he/she has provided all relevant information relating to the **Property** and the condition thereof to the **Agent**. The **Seller** hereby indemnifies the **Agent** against any liability *vis a vis* the **Purchaser** in the event of the **Purchaser** instituting a claim against the **Agent** due to any defects in the **Property** not disclosed by the **Seller**.
- 8.2 The **Seller** is not responsible to point out the surveyor's beacons demarcating the boundaries of the Stand to the **Purchaser**, and is also not liable to pay the cost to determine such boundaries.
- 8.3 The **Purchaser** confirms that neither the **Seller**, nor anyone on his/her behalf, have provided any warranties or given any guarantees in respect of any aspect relating to the quality of the **Property** which are not contained in this agreement.
- 8.4 The **Seller** confirms that:
- 8.4.1 the purchase price is sufficient to settle all outstanding obligations relevant to the sale of the **Property** including, but not limited to, the existing bonds, **Agents** commission, outstanding statutory fees and/or levies, or any other costs normally associated with the transfer of **Property**;
- 8.4.2 in the event of any shortfall as referred to in 8.4.1 above, such shortfall shall be paid by the **Seller** to the conveyancer on demand.
- 8.5 In lieu of the fact that the South African Revenue Services (SARS) conducts a risk analyses on both the **Purchaser** and **Seller** with the issue of transfer duty receipts in **Property** transactions, both the **Purchaser** and **Seller** warrant to each other and the **Agent** that all taxation issues (personal and/or other) including, but not limited to, tax returns and payments have been submitted and paid timeously.

9. DELAYS

The **Property** shall within a reasonable period after signing of the agreement be registered in the name of the **Purchaser**. Should any party cause an unreasonable delay in the transfer process, the party who is responsible for the delay shall be liable to the other party for interest to be paid at the current prime rate plus 2% (two percent) on the purchase price calculated for the period of the delay. The aggrieved party shall in terms of this clause be entitled to claim penalty interest from the party responsible for the delay. This remedy is in addition to any other remedy the aggrieved party may have in law or in terms of this agreement.

10. BREACH

- 10.1. Should either the **Seller/Purchaser** breach any of the terms of this agreement and fail to remedy such breach within 14 (fourteen) calendar days after receipt of either a hand delivered notice, or a notice dispatched by prepaid registered post, to the defaulting party's *domicilium* or a notice sent by facsimilee or email to the defaulting party to the facsimilee number or email address of that party, calling upon the defaulting party to remedy the breach, then the aggrieved party shall, without prejudice to any other rights that he/she may have, be entitled to:
- 10.1.1. cancel this agreement and institute action for damages sustained; alternatively
- 10.1.2. claim specific performance in terms of this agreement, together with damages.

10.2. Further to the provisions of clause 10.1 above, in the event of breach by the **Purchaser**, the **Seller** is entitled to retain all amounts paid by the **Purchaser** together with any interest thereon as a pre-estimate of damages, alternatively, to retain such amounts paid by the **Purchaser** until such time as the **Seller's** claim has been determined (and is thus liquidated damages) and to apply set-off between such amounts and the liquidated damages.

11. ELECTRICAL COMPLIANCE CERTIFICATE

11.1. The **Seller** is obliged to deliver to the **Purchaser**, at his own expense, a certificate of compliance not older than **2 (two) years**, issued by a qualified electrician in terms of the Electrical Installation Regulation of 1992, promulgated under Act 6 of 1983 and amended under Act 85 of 1993 (an "accredited person") with regard to the wiring of the **Property**, wherein the electrician states that he/she has examined the wiring from the point of entry of the **Property** to the utility point and found it reasonably safe, and guarantees that the wiring meets the requirements set in the Code for wiring of premises SABS 0142 M or the substitute thereof. The **Seller** hereby warrants that no alterations have been made to the electrical installation since the date of issue of the certificate of compliance.

11.2. Should the **Seller** fail to deliver the certificate before the date of registration, the **Purchaser** shall be entitled to appoint a qualified electrician to issue the abovementioned certificate for the account of the **Seller**.

11.3. Any defect in the wiring discovered during the abovementioned examination must be rectified by the **Seller** before transfer of the **Property**, failing which the **Purchaser** shall be entitled to rectify it for the account of the **Seller**.

12. AGENTS COMMISSION

12.1. The parties confirm that _____ (the "**Agent**") is the only cause of this agreement and, if applicable, that the **Agent** was supported by _____ as referral agent.

12.2. Agency commission shall be paid by the **Seller**. (The relevant commission agreement is depicted in Annexure "C".)

12.3. The **Agent** shall be entitled to, and the **Seller** shall remain responsible for, payment of the **Agent's** commission and/or damages should the agreement not continue or be cancelled as a result of any failure by the **Seller** to fulfil his obligations.

12.4. The **Agent** shall be entitled to, and the **Purchaser** shall be responsible for, the payment of the **Agent's** commission and/or damages should a binding agreement not be signed or if the agreement cannot continue, or if the agreement is cancelled as a result of the **Purchaser's** failure to comply with his obligations in terms of this agreement.

12.5. The **Agent** shall be entitled to payment of the **Agent's** commission should the **Seller** and **Purchaser** agree not to proceed with this agreement. In such event, the **Seller** and **Purchaser** will be jointly and severally liable for payment of the **Agent's** commission, regardless whether the suspensive condition(s) have been fulfilled or not.

12.6. Should any dispute arise between the party(ies) and the **Agent** in respect of the agents commission, the party(ies) and the **Agent** hereby agree that the dispute may be referred for arbitration to the Arbitration Tribunal of the Estate Agency Affairs Board. The constitution and procedural rules of the Tribunal are herewith fully incorporated into this agreement and as such it forms an integral part thereof. The referral to arbitration shall be solely at the **Agent's** discretion and the **Agent** shall be entitled to proceed with litigation instead.

13. COOLING-OFF PERIOD

The parties confirm that they are fully aware of the **Purchaser's** rights in terms of Section 29(A)(1) of the Alienation of Land Act 68 of 1981 (as amended), in terms of which the **Purchaser** is entitled to recall his/her offer by written notice, should the purchase price be less or equal to R250,000-00 (two hundred and fifty thousand rand) within 5 (five) calendar days after signature of this offer by the **Purchaser**. Such written notice shall be given to the **Seller**, the **Agent** and the conveyancer by the **Purchaser**.

14. GENERAL

14.1 The **Purchaser** acknowledges and confirms that the full extent of his/her obligations and rights in terms of this agreement have been explained to him/her and that he/she has been given ample opportunity to make the necessary enquiries in respect of the **Property** and all material aspects related to the **Property** depicted in this Offer to Purchase. The **Purchaser** confirms that he/she has inspected the **Property** fully and that he/she understands the effect and legal implications of this agreement.

14.2 The **Seller** warrants that all permanent structures, additions, alterations and extensions in and on the property are constructed in accordance with the plans which have been approved by the local authorities and undertakes and will be obliged to furnish copies of such approved plans to the Agent and Purchaser on request.

14.3 The **Seller** acknowledges and confirms that he/she is not selling this **Property** in the ordinary course of his/her business and that the provisions of the Consumer Protection Act 68 of 2008 do not apply to this agreement in general.

14.4 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

15. SPECIAL CONDITIONS

16. ACCEPTANCE

This offer is irrevocable until _____ h00 on the _____ day of _____ 20____ and is binding on the parties by acceptance hereof without the **Purchaser** having to be informed of the **Seller's** acceptance.

17. WHOLE AGREEMENT

17.1 This agreement constitutes the entire agreement between the parties and no conditions, stipulations, warranties or representations of whatsoever nature shall be of any force or effect unless reduced to writing and signed by both parties.

17.2 The personal information sheets attached hereto as Annexures "A" and "B", signed by the relevant parties, forms an integral part of this Agreement. The commission agreement attached hereto as Annexure "C", as well as the further Annexures and Addendums (if applicable), as initialed by all the parties, also form an integral part of this agreement.

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

NAME OF AGENT

SIGNATURE OF AGENT

ANNEXURE "A"
INFORMATION FOR CONVEYANCER

PURCHASER(S)	PURCHASER	CO-PURCHASER
Full name & surname: Name & number of Company/CC/Trust: (full names, surnames and ID numbers of Directors/Members)		
ID Number / Passport Number / Registration Number		
Current physical address		
Postal address		
Work address		
Date and place of birth		
Marital Status (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		
I/we certify the above information to be correct		
_____	_____	_____
DATE	PURCHASER	CO-PURCHASER
NOMINATED BOND REGISTRATION ATTORNEY (In the final discretion of the Bank)		
Firm:		
Contact person:		
Tel no:		Fax no:
E-mail:		
Agency contact person:		Contact no:
NOMINATED BANK or BOND ORIGINATOR:		

ANNEXURE "B"
INFORMATION FOR CONVEYANCER

SELLER(S)	SELLER	CO-SELLER
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		
Work address		
Date of birth and place of birth		
Marital Status (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		
Mortgage Bond Holder: Bank		Acc no:
I/we certify the above information to be correct		
_____	_____	_____
DATE	SELLER	CO-SELLER
NOMINATED TRANSFER ATTORNEY		
Firm: MARIE VICTOR ATTORNEYS & CONVEYANCERS		
Contact person: LANA JANSE VAN RENSBURG / HELANIE KRÜGER / VERONICA MBEDZE		
Tel no : 012 546 6402		
E-mail: <u>helanie@mvector.co.za / veronicam@mvector.co.za / lana@mvector.co.za</u>		
Name of Agent :		Contact no:

AGREEMENT FOR THE PAYMENT OF THE PROFESSIONAL FEE

It is hereby agreed by and between:
THE SELLER

and

THE AGENT

regarding the sale of
THE PROPERTY

that whereas the Seller gave a mandate to the Agent to sell the property and the property has been sold under an agreement dated ____/____/20 ____, the professional fee shall be due by the Seller to the Agent as indicated in clause 12 of the agreement.

The Seller irrevocably instructs the Conveyancer to pay such professional fee to the Agent or his nominee as set out below on date of transfer of the property or as stated in clause 12 of this agreement.

The Seller irrevocably instructs the Conveyancer to make available any information regarding this agreement to the Agent as the Agent might request from time to time during and after this registration process.

Calculation of the professional fee as agreed upon:

Gross purchase price according to clause 2 of the sales agreement R _____

Less

Net selling price (proceeds to Seller) R _____

Professional fee as agreed upon in clause 12 of the sales agreement R _____

If VAT is applicable on a part or on the total professional fee it shall be deemed to be inclusive thereof, and this agreement will serve as a VAT invoice after payment of the professional fee.

The Seller hereby instructs the Conveyancer to pay the professional fee to the following agencies:

_____ as listing

agency and

_____ as selling

agency as specified in clause 12.1 of the sales agreement, on date of transfer.

THE SELLER

Signed at _____ on ____/____/20____

WITNESS 1 _____ SELLER _____

WITNESS 2. _____ CO-SELLER _____

THE AGENT

The Agent accepts the benefits conferred upon him in this agreement on ____/____/20 ____

WITNESS _____ SELLING AGENT / PRINCIPAL _____

**IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY
IMMOVABLE PROPERTY (ANNEXURE "F")**

1 Disclaimer

This condition report concerns the immovable property situated at

[insert deeds office and physical description] (the "Property").

This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2 Definitions

In this form -

- 2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
- 2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3 Disclosure of information

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4 Provision of additional information

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

Statements in connection with Property

	YES	NO	N / A
I am aware of the defects in the roof			
I am aware of the defects in the electrical systems			
I am aware of the defects in the plumbing system, including in the swimming pool (if any)			
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			
I am aware of the defects in the septic or other sanitary disposal systems			
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps			
I am aware of structural defects in the Property			
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			
I am aware that remodelling and refurbishment have affected the structure of the Property			
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site			

10 **Signatures**

Signed at _____ on _____

Signature of owner : _____

Signed at _____ on _____

Signature of purchaser : _____

Signed at _____ on _____

Signature of property practitioner : _____