

**OFFER TO PURCHASE – FULL TITLE**

SCHEDULE OF PARTICULARS

**1 THE SELLER (“the Seller”)**

- 1.1 Full Name: \_\_\_\_\_
- 1.2 Identity/passport number: \_\_\_\_\_
- 1.3 Full name and Identity Number of Spouse (if applicable):  
\_\_\_\_\_
- 1.4 Marital status: \_\_\_\_\_
- 1.5 Residential/Postal Address: \_\_\_\_\_  
\_\_\_\_\_
- 1.6 Email: \_\_\_\_\_
- 1.7 Phone Numbers: Home (\_\_\_\_\_) \_\_\_\_\_ Work: (\_\_\_\_\_) \_\_\_\_\_  
Cell Phone: \_\_\_\_\_
- 1.8 Fax Number: \_\_\_\_\_
- 1.9 Sars Tax Number: \_\_\_\_\_
- 1.10 VAT Registration Number: \_\_\_\_\_
- 1.11 \*Resident of South Africa: Yes / No **(Delete whichever is not applicable.)**
- 1.12 Conveyancers: \_\_\_\_\_
- 1.13 Property Bonded to: \_\_\_\_\_
- 1.14 Bond Account Number: \_\_\_\_\_

**2 THE PURCHASER (“the Purchaser”)**

- 2.1 Full Name: \_\_\_\_\_
- 2.2 Identity/passport number: \_\_\_\_\_
- 2.3 Full name and Identity Number of Spouse (if applicable):  
\_\_\_\_\_
- 2.4 Marital status: \_\_\_\_\_
- 2.5 Residential/Postal Address: \_\_\_\_\_  
\_\_\_\_\_
- 2.6 Email: \_\_\_\_\_
- 2.7 Phone Numbers: Home (\_\_\_\_\_) \_\_\_\_\_ Work: (\_\_\_\_\_) \_\_\_\_\_  
Cell Phone: \_\_\_\_\_
- 2.8 Fax Number: \_\_\_\_\_
- 2.9 Sars Tax Number: \_\_\_\_\_
- 2.10 VAT Registration Number: \_\_\_\_\_
- 2.11 \*Resident of South Africa: Yes / No **(Delete whichever is not applicable.)**

### **3 THE PROPERTY ("the Property")**

3.1 Erf Number/Township: \_\_\_\_\_

3.2 Erf size measuring approximately: \_\_\_\_\_

3.3 Physical Address: \_\_\_\_\_

\_\_\_\_\_

### **TERMS AND CONDITIONS OF SALE OF PROPERTY**

The terms and conditions of sale of Property ("**Terms and Conditions**") set out in this document, the Schedule and Particulars and any annexures hereto together constitute the agreement between the parties ("**the Agreement**"). Unless otherwise indicated by the context, capitalised words and expressions in these Terms and Conditions will have the meanings given to them in these Terms and Conditions and the Schedule of Particulars to which these Terms and Conditions are attached.

In this Agreement –

- Any reference to "business day" will be any other day than a Saturday, Sunday or public holiday as gazetted by the Government of the Republic of South Africa from time to time

### **1 PURCHASE AND SALE**

The Purchaser hereby offers to purchase the Property referred to in the Schedule of Particulars on the terms and conditions contained in this Agreement.

### **2 OFFER AND ACCEPTANCE**

The Purchaser's offer shall constitute an irrevocable offer, which may not be withdrawn prior to presentation to the Seller and which offer shall remain available for acceptance until \_\_\_\_\_ on \_\_\_\_\_ where after it shall lapse and be of no further force and effect.

### **3 CONSUMER PROTECTION ACT 68 OF 2008 ("CPA")**

The Seller confirms that he/she/it is NOT selling the Property in the ordinary course of his/hers/its business and that to the best of his/hers/its knowledge the CPA does not apply to this Agreement.

### **4 VOETSTOETS**

- The Seller warrants that as at the date of acceptance of this offer there are no latent defects in the Property known to the Seller and that save for this, the Property is sold voetstoets.

- The Property is sold subject to all conditions and servitudes mentioned or referred to in its Title Deed and to all such other conditions and servitudes which may be applicable. If the property is erroneously described in the Schedule of Particulars, the intention of the parties is to describe the Property as set out in the Title Deed
- The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property
- The Property is sold "voetstoets"

## 5 PURCHASE PRICE

The purchase price is R\_\_\_\_\_ (\_\_\_\_\_RAND)

- 5.1 A DEPOSIT of R\_\_\_\_\_ (\_\_\_\_\_RAND) by cheque or electronic transfer payable within \_\_\_\_\_ **business days** of acceptance of this offer, to be deposited with the Conveyancer's, which amount will be deposited and held in trust in an interest bearing account on behalf and for the benefit of the Purchaser pending registration of transfer.
- 5.2 The balance of the Purchase Price in the amount of R\_\_\_\_\_ (\_\_\_\_\_RAND) shall be paid to the Conveyancing Attorneys ("**Conveyancers**") appointed by the Seller against registration of transfer of the Property ("**Transfer**")
- 5.3 The Balance of the Purchase Price will be secured by bank or other guarantees, acceptable by the Conveyancers and to be delivered to the Conveyancers within \_\_\_\_\_ **business days** after fulfilment or waiver of the Suspensive Conditions referred to in clause 6.1, if applicable.

## 6 SUSPENSIVE CONDITION

- 6.1 This sale is subject to the condition that the Purchaser or the Agent, on the Purchaser's behalf, is able to raise a loan upon the security of a first mortgage bond to be passed over the Property for R\_\_\_\_\_ (\_\_\_\_\_RAND) at prevailing bank terms and conditions, on or before \_\_\_\_\_. The Purchaser undertakes timeously to take all steps and sign all documents and do all such things that may be necessary to procure the loan and comply with requirements of the lender. The Purchaser warrants that they have sufficient income for the requirements for the proposed mortgage for the approval of the said loan, and that as far as they are aware no factors exist which might prevent the granting of the loan.
- 6.2 The Suspensive Condition set out in clause 6.1 shall be deemed to have been fulfilled on the date upon which the Mortgage Lender issues a written loan quotation or similar documentation approving or offering the loan sought to the Purchaser.
- 6.3 The Suspensive Condition has been inserted for the benefit of the Purchaser who/which may waive the Suspensive Condition by his/her/its actions or by giving notice in writing to the Seller at any time prior to the date of fulfilment or waiver.

- 6.4 The parties agree that the fulfilment of the Suspensive Condition will automatically be extended by 14 (fourteen) days.
- 6.5 If the Suspensive Condition is not fulfilled or waived by the due date, then this Agreement shall become null and void and the Deposit and any interest thereon, shall be repaid to the Purchaser within 5 (five) business days after such date.

## **7 OCCUPATION**

- 7.1 Occupation of the property shall be given to the Purchaser on **TRANSFER** ("the occupation date"), by which date the Seller and any other occupier shall vacate the property.
- 7.2 No right of tenancy shall be acquired by the Purchaser in the event that the Purchaser takes occupation of the Property prior to registration of transfer. Accordingly, in the event that this agreement is cancelled, the Purchaser shall immediately vacate the Property.
- 7.3 If the transfer date is after the occupation date, the person enjoying such occupation, shall pay to the Conveyancer for the period from date of OCCUPATION to the transfer date a consideration for such occupation at the rate of **R\_\_\_\_\_** per month.
- 7.4 The consideration will be calculated and payable monthly in advance on the first day of each month commencing from the first day of the month during which the occupation date may be.

## **8 POSSESSION, OWNERSHIP, BENEFIT AND RISK**

Possession and ownership of and all benefits and risk in the Property shall pass to the Purchaser against transfer from which date the Purchaser shall liable for, amongst other things, all rates, taxes and/or levies pertaining to the Property. Prepayments made by either party for any period subsequent to Transfer shall be adjusted proportionately. The Seller shall maintain adequate insurance cover on the Property until Transfer.

## **9 RISK**

- 9.1 From the date of registration of transfer of the Property into the name of the Purchaser ("the transfer date") -
- 9.1.1 all the benefits and risks of ownership of the property shall pass to the Purchaser;
- 9.1.2 the Purchaser shall be liable for all rates, taxes, water and electricity levied on the property.
- 9.2 The Purchaser shall not be entitled to effect any improvements or alterations to the Property prior to registration of transfer. If, however, any improvements or alterations are so effected and this agreement is thereafter cancelled, then in such event the Seller shall be entitled, at the Seller's option, to demand from the Purchaser that the Property be restored to its unaltered condition, alternatively the Seller may elect to accept such improvements and/or alterations without any compensation being payable to the Purchaser.

## 10      **FIXTURES AND FITTINGS**

The Property is sold together with all fixtures and fittings of a permanent nature in or attached to the Property including the following: automatic garage door and gate mechanism/s with the remote control/s; automatic pool cleaning equipment, pool pump, filter, chlorinator, burglar alarm system, fitted burglar bars and security gates, built in oven, hob and extractor fan, curtain rods, rings, rails and blinds, electric light fittings and chandeliers, fitted carpets, fitted cupboards, shelves, fitted mirrors, irrigation system, TV aerial, satellite dish and \_\_\_\_\_

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**The Seller warrants that the fixtures and fittings form part of the Property and are owned by the Seller and are in working order as at the date of Transfer or date of occupation, whichever occur first.**

## 11      **ELECTRICAL, GAS AND FENCE COMPLIANCE CERTIFICATE**

11.1      The Seller shall, prior to lodgement of transfer, furnish the Conveyancer with a certificate of compliance in terms of the Electrical Installation Regulations, 2009, issued under the Occupational Health and Safety Act 85 of 1993 (“**OHSA**”). Insofar as the accredited electrician appointed by the Seller to provide such certificate requires remedial or rectification electrical work to be carried out as a precondition to the issue of such certificate, the Seller will procure that such work is carried out and will do so at the Seller’s sole cost and expense. The certificate shall not pre-date the date of Transfer by more than 2 (two) years.

11.2      Where a Gas Installation is situated on the Property and ownership of such installation will vest in the Purchaser after Transfer, the Seller shall provide the Purchaser, by delivery to the Conveyancers with a certificate of conformity issued by an authorised person in terms of Government Regulation No. 734 of 2009, by no later than date of lodgement. ”). Insofar as the authorised person appointed by the Seller to provide such certificate requires remedial or rectification electrical work to be carried out as a precondition to the issue of such certificate, the Seller will procure that such work is carried out and will do so at the Seller’s sole cost and expense. The certificate shall not pre-date the date of Transfer by more than 2 (two) years

11.3      Pursuant to the promulgation of the Electrical Machinery Regulations 2011, promulgated in terms of the OHSA, and if applicable the Seller shall, at the Seller’s expense, provide the Purchaser with an Electric Fence System Certificate of Compliance (“the certificate”) prior to date of lodgement. Such certificate shall be issued by a registered electric fence installer in accordance with the provisions of Regulations 12(4) and 13(1) of the Electrical Machinery Regulations 2011 and confirm that the electric fence system is deemed to be reasonably safe when properly used. The Seller will procure that such work is carried out and will do so at the Seller’s sole cost and expense. The certificate shall not pre-date the date of Transfer by more than 2 (two) years

## 12      **AGENT'S COMMISSION**

~~12.1      The Seller shall pay Agent brokerage calculated at **7.5%** on the purchase price, plus VAT at 14%, which agent brokerage shall be due and payable on transfer or cancellation in the circumstances contemplated in 12.2 to 12.4 below:~~

~~12.2 On transfer, or date of cancellation by mutual consent between the Seller and the Purchaser, the Agent may appropriate the deposit to meet its brokerage claim and if such deposit is insufficient and/or is held by the conveyancers, or there is no such deposit, then the conveyancers are irrevocably authorized by the Seller and the Purchaser to appropriate the brokerage from either the deposit and/or funds held by the Conveyancers.~~

~~12.3 If the agreement is cancelled as a consequence of default by the Purchaser, the Purchaser acknowledges that he/she shall be liable to pay the agent brokerage by way of liquidated damages without prejudice to the rights of the Agent against the Seller in terms of this agreement.~~

~~12.4 If the agreement is cancelled as a consequence of default by the Seller, the Seller acknowledges that he/she/it shall be immediately liable for payment of the brokerage contemplated herein. Any legal costs incurred by the Agent in enforcing its right to brokerage against the seller and/or Purchaser shall be paid by the defendant party on the scale as between attorney and client.~~

### 13 **BREACH**

13.1 If either party breaches any provision of this agreement and remains in breach for 7 (seven) days after written notice by email, telefax or by hand delivery, to such party requiring that party to rectify that breach or if either party repudiates this agreement, the other party shall be entitled at that party's election –

13.1.1 to sue for the immediate specific performance of any or all of the defaulting party's obligations under this agreement whether or not any such obligation is then due; or

13.1.2 (either as an alternative to a claim for specific performance or upon the abandonment of such a claim) to cancel this agreement. Written notice of such cancellation shall be given to the defaulting party and the cancellation shall take effect on the giving of such notice.

13.2 The remedies in terms of this clause are without prejudice to any other remedies to which the innocent party may be entitled in law.

### 14 **GENERAL**

14.1 This document constitutes the sole record of the agreement between the parties.

14.2 No party shall be bound by any express or implied term representation, warranty, promise or the like not recorded herein.

14.3 No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of both parties.

14.4 No indulgence which either party may grant to the other shall constitute a novation of this agreement or a waiver of any of the rights of such party who shall not thereby be precluded from exercising any rights against the other party which may have arisen in the past or which might arise in the future.

14.5 Subject to and in terms of the provisions of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, the parties hereto consent and agree to the Magistrates' Court having jurisdiction to hear and determine any action which may be taken by either of the parties against the other, arising out of or in connection with the Deed of Sale and in particular for the cancellation thereof; irrespective of the amount or value of such claim or dispute and/or the residence, place of business or otherwise property jurisdiction or venue of the parties hereto, and they do in such connections, hereby waive any objection either of them may or be entitled to advance to the jurisdiction of such Court.

15 **DOMICILIUM AND NOTICES**

15.1 The parties choose *domicilium citandi et executandi* ("domicilium") for the purpose of the payment of any sum, the serving of any Court process and for any other purpose arising from this agreement as the property.

15.2 Any notice given and any payment made by either party to the other ("the addressee") which is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being, shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.

20 **OTHER TERMS AND/OR CONDITIONS:**

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SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016 AT  
\_\_H\_\_.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_  
THE SELLER/S

SIGNED AT \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_  
THE PURCHASER/S