

OFFER TO PURCHASE
(Immovable Property)

ENTERED INTO BY AND BETWEEN:

_____ (hereinafter referred to as the SELLER)

AND

_____ (hereinafter referred to as the PURCHASER)

I, _____ the undersigned, (hereinafter referred to as the PURCHASER), hereby offer to purchase the following property:

ERF NR. _____ NAME OF SCHEME AND UNIT NO. _____

SUBURB / TOWNSHIP _____

STREET _____ EXTENSION _____

1. The purchase price amounts to R _____, (_____ Rand) VAT (*inclusive/exclusive) and is payable as follows: N.B: VAT IS ONLY APPLICABLE IF THE SELLER IS REGISTERED AS A VENDOR UNDER THE VALUE ADDED TAX ACT, 1991 (Delete whichever is not applicable)
 - a) A deposit of _____ (_____ Rand) in cash on advice of acceptance of this offer. The amount shall be deposited in trust with _____ pending registration of the property in the name of the PURCHASER.
 - b) For the balance of R _____ (_____ Rand) a guarantee by an approved financial institution shall be furnished to the SELLER'S Conveyancers within _____ days of acceptance of this offer.
2. This offer is subject to the approval of the necessary bond of not less than R _____ (_____ Rand) at the current rate of interest and the PURCHASER hereby undertakes to make every effort to raise a bond and to apply for such bond within 5 days of acceptance hereof.
3. All benefits and risk of ownership shall pass to the PURCHASER on date of occupation and possession and occupation of the property will be given to and accepted by the PURCHASER on _____. If the date of registration of transfer does not coincide with the date of occupation, the party enjoying the benefit of occupation will pay compensation for the duration of such occupation

to the other party in the amount of R _____ (_____
_____ Rand) per month. This amount will be payable
monthly in advance on or before the _____ day of the month.

4. The SELLER guarantees that the property is not subject to any agreement of lease.
5. Should this offer be accepted, the property is sold "voetstoots" (as it stands) and subject to all the conditions and servitudes as set forth in the original and subsequent deeds of transfer.
6.
 - a) The PURCHASER may within 5 days after signature revoke the offer, by written notice delivered to the SELLER or his or her agent within that period. The period of 5 days shall be calculated with the exclusion of the day upon which the offer was made and of any Saturday, Sunday or public holiday. The written notice shall be effective only if it is signed by the PURCHASER, identifies the offer that has been revoked or terminated and is unconditional. Where an offer is revoked every person who received any amount from the PURCHASER or prospective PURCHASER in respect of the offer, shall refund the full amount of such payment to the PURCHASER within 10 days of the date on which the notice was delivered to the SELLER or his/her agent.
 - b) The purchaser's right to revoke the offer as provided for in paragraph (6a) is however subject to the exceptions stipulated in Section 29 A (5) of the Alienation of Land Act, as amended.
7. Transfer shall be effected by the *SELLER'S/*PURCHASER'S Conveyancer and all costs relating thereto (including transfer duty and stamp duty) shall be paid by the PURCHASER on demand. (*Delete whichever is not applicable).
8. The parties agree to the jurisdiction of the Magistrates Court for the purposes of all legal proceedings resulting from this agreement.
9. All fixtures and fittings are included in this sale. The stove is included/excluded*. (*Delete whichever is not applicable).
10. The parties choose the addresses set out under their names as their domicilium citandi et executandi for all purposes of this agreement.
11. If the PURCHASER is in breach of any of the terms and conditions contained herein or fails to comply therewith and fails to remedy such default within 14 days of despatch of a written notice by pre-paid registered post, then the SELLER shall have the right to:
 - a) sue for specific performance thereof, without prejudice to any other rights which he/she may have, or;
 - b) cancel this agreement, take occupation of the property and claim such damages as he may have suffered, in which event any monies paid by the PURCHASER shall be forfeited by the PURCHASER.

12. The SELLER shall furnish the PURCHASER with a certificate of compliance in respect of electrical installations as in terms of the Occupation, Health and Safety Act (Act 85 of 1993). This certificate must be obtained prior to registration of transfer in the name of the PURCHASER. The costs of obtaining the certificate and the costs of any repairs to obtain the certificate shall be borne by the SELLER.

13. Other conditions:

14. This offer is irrevocable and expires at 22:00 on _____

15. This offer shall be deemed to be accepted upon the signing of the agreement by the SELLER.

16. AGENT'S COMMISSION : (delete if not applicable)

a) The SELLER and PURCHASER hereby acknowledge that the agent:

_____ has been the effective cause of this sale and agree that a "Sold" board may be erected at the property for a period of 3 months.

b) The SELLER shall be liable for the payment of agent's commission in the amount of R _____ (_____ Rand):

Provided that should the sale be cancelled by reason of breach of contract on the PURCHASER'S part, the agent shall be entitled to claim such commission from the PURCHASER. Should the sale be cancelled by the SELLER, the agent shall be entitled to claim commission from he SELLER and should the sale be cancelled by mutual consent the agent shall still be entitled to commission in terms of this clause and the SELLER and the PURCHASER shall jointly and severally be liable for such payment.

Signed at _____ on this _____ day of _____

20 _____ in the presence of the undersigned witnesses.

WITNESSES:

1. _____
SELLER

2. _____
SPOUSE (if applicable)

ACCEPTANCE:

I, the undersigned, being the aforementioned SELLER, hereby accept this offer and instruct _____ to handle the transfer and to pay the amount mentioned in clause 16 to the agent as commission from the first available funds.

Signed at _____ on this _____ day of _____
20 _____ in the presence of the undersigned witnesses.

WITNESSES:

1. _____
PURCHASER

2. _____
SPOUSE (if applicable)

The agent accepts the benefits under this contract and is party thereto. (Delete if not applicable)

WITNESSES:

1. _____
AGENT

2. _____