

**OFFER TO PURCHASE  
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**1 Parties**

- 1.1 The Parties to this agreement are:
  - 1.1.1 ( \_\_\_\_\_ ) (“Seller”);
  - 1.1.2 ( \_\_\_\_\_ ) (“Buyer”); and
  - 1.1.3 the Parties agents.

**2 Definitions and Interpretations**

- 2.1 These terms have the following meanings assigned to them:
  - 2.1.1 Days: business days which are calculated by excluding the first day, public holiday, Saturday, and Sunday.
- 2.2 When words and figures conflict, the words must prevail.
- 2.3 The words “shall”, “must” and “will” in this agreement are mandatory obligations.
- 2.4 One gender includes the other gender.
- 2.5 The singular includes the plural and *vice versa*.
- 2.6 The headings of the clauses in this agreement are for convenience and reference only; and shall not be used in the interpretation, modification or amplification of the terms of this agreement.

**3 Property**

- 3.1 The Buyer agrees to purchase the Seller’s property being:  
  
\_\_\_\_\_ *[add the erf number, street name, and suburb/township] (“property”).*

**4 Purchase price**

- 4.1 The property will be sold by the Seller for R \_\_\_\_\_ as a once off transaction (excluding the application of the Consumer Protection Act 68 of 2008). The Parties agree that the money shall be paid by:  
  
\_\_\_\_\_  
\_\_\_\_\_

*[select the internet, direct deposit, cash, or a cheque]* against registration of transfer of the property (“registration”) into the Buyer’s name.

- 4.2 The Buyer shall provide the Seller with a bank guarantee within \_\_\_\_\_ Days from the date of this agreement.

## **5 Occupation**

- 5.1 Occupation of the property will be given to the Buyer on \_\_\_\_\_ *[insert date]*.

- 5.2 If the date of registration does not coincide with the date of occupation, the Buyer shall pay the Seller monthly occupational rent in the amount of R \_\_\_\_\_ from the date of occupation until registration. This amount will be payable in advance on or before the 1<sup>st</sup> day of each month, and shall not be refundable.

- 5.3 Ownership and risk of the property shall pass to the Buyer on registration. If there is accidental loss to the property prior to registration, the Buyer shall be liable from the date of this agreement.

## **6 Warranties and Voetstoots**

- 6.1 The Seller warrants that the property is not subject to a lease agreement.
- 6.2 The Seller warrants that he is the owner of the property, with no third party having a better right or title to the property.
- 6.3 The Seller sells the property *voetstoots* (as is) to the Buyer, and without misrepresentations.

## **7 Cooling-Off Period**

- 7.1 If the purchase price is less than R250 000 (two hundred and fifty thousand rand), the Buyer has 5 (five) Days after signing this agreement to cancel it. The cancellation notice must be:

- in writing;
- signed by the Buyer;
- able to identify that the offer that has been cancelled;
- unconditional; and
- delivered to the Seller who shall acknowledge its receipt.

- 7.2 Where an offer is cancelled, any amount paid by the Buyer must be refunded to the Buyer within 10 (ten) Days of the date on which the cancellation notice was delivered to the Seller.

## **8 Registration**

- 8.1 Registration must be undertaken by the Seller’s choice of conveyancer.
- 8.2 All costs relating to the registration (for example transfer duty and stamp duty) shall be paid by the Buyer.

## **9 Certificate of Compliance**

- 9.1 The Seller must give the Buyer, at his own cost and on or before the date of occupation, an electrical certificate of compliance in accordance with the law.

**10 Suspensive Conditions**

10.1 The Parties agree that this agreement shall only take effect upon the fulfillment of the following suspensive condition/s:

10.1.1 the Buyer must obtain a loan from a bank payable against the registration of a bond over the property for the amount of R \_\_\_\_\_ by \_\_\_\_\_ [insert date]; and

10.1.2 [state other conditions, if any]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**11 Breach**

11.1 If a Party breaches a material provision of this agreement, and fails to remedy such breach within 10 Days of the date of receipt of a written notice from the aggrieved Party requiring him to do so, the aggrieved Party will be entitled to any remedy available in law, without further notice, including the right of the Seller to:

11.1.1 claim payment of the outstanding balance of the purchase price; or

11.1.2 cancel this agreement and keep all amounts paid by the Buyer as *roukoop* (damages), and the Buyer will not be entitled to compensation from the Seller for improvements he caused on the property, whether with or without the Seller's consent.

**12 General**

12.1 This agreement constitutes the whole agreement between the Parties.

12.2 This agreement may only be amended if the Parties agree to the amendment in writing, and sign the written document – which must be attached to this agreement as an Annexure.

12.3 No Party shall be bound by any express or implied term, representation, warranty, promise, or the like not recorded in this agreement.

12.4 All legal documents, notices or other communications must be delivered to the following address of the Seller, which will act as his *domicilium citandi et executandi*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12.5 All legal documents, notices or other communication must be delivered to the following address of the Buyer, which will act as his *domicilium citandi et executandi*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12.6 Non-legal documents, notices or other communication between the Parties may be by electronic communication; where a “read receipt” must be attached to each and every electronic communication sent so it can be determined that the electronic communication was received and read by the other Party.

**13 Signatories**

13.1 Signed at Johannesburg on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_:

13.1.1

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Witness:

13.1.2

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness: