



# *Offer to Purchase which, when accepted, constitutes an Agreement of Sale*

## ***Between***

\_\_\_\_\_ I D NO: \_\_\_\_\_

\_\_\_\_\_ I D NO: \_\_\_\_\_

("The Sellers") MARITAL STATUS:

## ***And***

\_\_\_\_\_ I D NO: \_\_\_\_\_

\_\_\_\_\_ I D NO: \_\_\_\_\_

("The Purchasers") MARITAL STATUS:

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### **PROPERTY**

The seller sells to the purchaser who purchases

\_\_\_\_\_ together with improvements thereon of a permanent nature ("the property").

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### **PURCHASE PRICE**

The \_\_\_\_\_ purchase price is

R\_\_\_\_\_ payable by the Purchaser to the Seller upon registration of transfer. The Purchaser shall upon signature hereof make payment of the deposit in the sum of R\_\_\_\_\_ and shall within 14 days hereof secure from a registered financial institution the balance of the purchase price.

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### **RISK**

3.1 From the date of occupation-

3.1.1 all the benefits and risks of ownership of the property shall pass to the purchaser;

3.1.2 the purchaser shall be liable for all rates and taxes and other imposts levied on the property.

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### **VOETSTOOTS**

The property is sold "voetstoots" without warranties, express or implied. The seller shall not be liable for any defects, latent or otherwise or for any damage occasioned by such defects.

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## **BREACH**

- 5.1 If either party commits any breach of this sale and fails to remedy such breach within seven days after the written notice requiring the breaching party to remedy the breach, then the other party shall be entitled either -
- 5.1.1 to cancel this sale by written notice to the breaching party. The cancellation shall be deemed to take effect on the date of posting the notice by prepaid registered post or;
- 5.1.2 to enforce this agreement;
- and in either event to recover such amounts (whether by way of damages or otherwise) as may have become due as a result of such breach of contract.
- 5.2 The breaching party shall make payment of the Estate Agents commission.

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## **GENERAL**

- 6.1 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 the parties.
- 6.2 No indulgence which the seller may grant to the purchaser shall constitute a waiver of any of the rights of the seller who shall not thereby be precluded from exercising any rights against the purchaser which may have arisen in the past or which might arise in the future.

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## **DOMICILIUM AND NOTICES**

- 7.1 The parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any other purpose arising from this agreement, as follows -
- the seller
- the purchaser

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## **POSSESSION AND OCCUPATION**

- 8.1 Possession and occupation of the property shall be given to the Purchaser on \_\_\_\_\_. From such date of which all benefits and risks of ownership in respect of the property shall pass to the Purchaser including liability for any rates and taxes and other imposts.
- 8.2 Occupational rental in a sum of R\_\_\_\_\_ per month shall be paid by the Purchaser to the Seller prior to registration of transfer.

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**WHOLE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and save and except for what is stated herein, there are no other terms, conditions, undertakings, promise or warranties of any nature whatsoever regulating the parties' relationship.

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**ELECTRICAL COMPLIANCE CERTIFICATE**

The Seller shall prior to registration of transfer, at his own costs provide to the Purchaser an Electrical Compliance Certificate.

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**CONVEYANCERS**

The parties mutually agree that the transferring Attorneys shall be Coovadia Attorneys (011) 852 4900 or (011) 854 8669.

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**COOLING OFF PERIOD (IF APPLICABLE)**

Should the purchaser be entitled to exercise a right to cancel this agreement within a period of 5 (five) days from date of acceptance of this agreement, then he may elect to do so and the *status quo ante* must be restored by both parties accordingly.

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**TRANSFER COSTS**

The Purchaser shall, upon demand by the Conveyancers, make payment of the Transfer Costs required to effect transfer.

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**ESTATE AGENTS COMMISSION**

The Seller agrees that the Agents Commission is the sum of R

14

**SPECIAL CONDITIONS**

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

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_

1 \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER/S**

2 \_\_\_\_\_

\_\_\_\_\_  
**SELLER/S**

**Contact Details of Seller:**

*Name (1):* \_\_\_\_\_

*Tel Home:* \_\_\_\_\_

*Tel Office:* \_\_\_\_\_ *Cell:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Name (2):* \_\_\_\_\_

*Tel Home:* \_\_\_\_\_

*Tel Office:* \_\_\_\_\_ *Cell:* \_\_\_\_\_

*Email:* \_\_\_\_\_

**Contact Details of Purchaser:**

*Name (1):* \_\_\_\_\_

*Tel Home:* \_\_\_\_\_

*Tel Office:* \_\_\_\_\_ *Cell:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Tax No:* \_\_\_\_\_

*Name (1):* \_\_\_\_\_

*Tel Home:* \_\_\_\_\_

*Tel Office:* \_\_\_\_\_ *Cell:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Tax No:* \_\_\_\_\_