



TRANSPARENCY IS LIFE

# PROPERTY SELL DIRECT

We give you discount options on commission!

www.propertyselldirect.co.za - info@propertyselldirect.co.za

29 Riebeeck Street  
Worcester  
6850

Tel: 023 342 2214  
Fax: 086 542 3258

## OFFER TO PURCHASE

Which shall be a *Deed of Sale* on acceptance hereof

I/We the undersigned

### **PURCHASER/S**

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

(Full name/s, identity number/s and marital status)

Do hereby make an offer to the person who has the right to sell the under mentioned property (hereinafter referred to as the *Seller*) to purchase the under mentioned property on the following terms and conditions:

### 1. **PROPERTY**

The property known as Erf number \_\_\_\_\_ in Worcester and situated at:

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

hereinafter referred to as "the property". (Address)

### 2. **PURCHASE PRICE**

The purchase price is R \_\_\_\_\_  
( \_\_\_\_\_ ) payable as follows:

2.1 A deposit of R \_\_\_\_\_ ( \_\_\_\_\_ ) shall be paid by the Purchaser on acceptance \*/ within \_\_\_\_\_ ( \_\_\_\_\_ ) days after acceptance of this offer, which amount shall be paid to the following law practice:

\_\_\_\_\_

who are authorized and directed to invest the deposit in an interest-bearing account until date of transfer of the property in the name of the Purchaser. The interest accruing thereon to be for the benefit of the Purchaser.

*Initials:*

- 2.2 The balance/full purchase price\* shall be paid against registration of transfer of the property in the name of the Purchaser. The Purchaser shall within 7 days after request by the conveyancer, which request shall not be made until the suspensive conditions, if any, have been complied with, furnish the conveyancer with a bank or other guarantee/s to the satisfaction of the said conveyancer for payment of the said purchase price or balance thereof and any other amounts payable by the Purchaser in terms of this agreement, upon registration of transfer as aforesaid. (*\*Delete which is not applicable*)

### 3. **VOETSTOOTS**

- 3.1 The Seller sells the property, according to and subject to the conditions set out in the existing Deed of Transfer and diagram, prior Title Deeds and diagrams and such further agreements and conditions or servitudes pertaining to the property.
- 3.2 The Seller shall not be responsible for any deficiency in area, which may appear in the event of a re-survey of the property and shall not benefit in the event of an excess.
- 3.3 The property is sold "voetstoots" and the Seller or his agent shall not be liable for any defects, patent, latent or otherwise in the property nor for any damage occasioned or suffered by the Purchaser by reason of such defect.
- 3.4 The Seller shall not be required to indicate to the Purchaser the position of the beacons or pegs upon the property and/or boundaries, nor shall the Seller be liable for the costs of locating same.
- 3.5 There is no servitudes registered against the property.

### 4. **POSSESSION**

- 4.1 Vacant possession of the property/possession of the property\* subject to the rights of tenants, shall be given to and taken by the Purchaser on the following date: \_\_\_\_\_  
(*\*Delete which is not applicable*)
- 4.2 The Purchaser undertakes not to make any structural changes to the property before it is registered in his name.

### 5. **OCCUPATIONAL INTEREST**

If the Purchaser takes possession and/or occupation of the property while the property is still registered in the name of the Seller, the Purchaser shall pay occupational interest to the amount of R \_\_\_\_\_ ( \_\_\_\_\_ ) per month, monthly in advance.

All payments to be made to the conveyancer. A *pro rata* allowance to be made by the conveyancer with reference to eventual date of registration.

*Initials:*

6. **RISK**

On transfer of the property in the name of the Purchaser, the property and all the risks and benefits of ownership shall pass to the Purchaser.

7. **RATES AND TAXES**

The Seller shall pay all the rates, taxes and/or levies as may be necessary for transfer of the property. The Purchaser shall refund to the Seller a proportionate share of rates, taxes and/or levies paid in advance upon the property beyond the date of possession, occupation or registration of transfer, whichever occurs first. The Seller's conveyancer will have right to, before date of transfer, request guarantee(s) from the Purchaser for the payment of the *pro rata* rates and taxes as indicated above. The Purchaser shall be liable for rates, taxes and/or levies from the date of possession, occupation or registration of transfer, whichever occurs first.

8. **COSTS**

The transfer costs, transfer duty, value added tax and any other costs in respect of the transfer of the property shall be paid by the Purchaser on request by the conveyancer. The Purchaser shall also on request by the conveyancer furnish the conveyancer with any relevant documents as may be requested and shall on request of the conveyancer sign all the documents as may be necessary for transfer of the property.

9. **TRANSFER DUTY AND / OR VAT**

The Seller and the Purchaser knows that penalty and/or interest is payable on late payment of transfer duty and/or value added tax.

10. **TRANSFER**

Transfer of the property shall be attended to by the following law practice:

\_\_\_\_\_

\_\_\_\_\_ a

and transfer of the property must be registered as close as possible to the following

date: \_\_\_\_\_

11. **PROFESSIONAL FEE (COMMISSION)**

On date of transfer of the property, the seller will pay a professional fee (commission) to **Property Sell Direct** as agreed and stipulated in addendum A.

*Initials:*

12. **MORTGAGE LOAN** *(delete if a bond is not applicable)*

12.1 This offer is subject to the approval in writing by a financial institution on its usual terms and conditions, of a mortgage loan totaling R \_\_\_\_\_  
(\_\_\_\_\_)

or such lesser amount as may be accepted by the Purchaser, against security of the property. Approval of the mortgage loan by a financial institution on its usual terms and conditions shall constitute fulfillment of this clause.

12.2 Confirmation of approval in writing is to be given to the Seller or his Conveyancer within \_\_\_\_\_ (\_\_\_\_\_) days after entering into this agreement whereupon this suspensive condition shall be deemed to have been fulfilled. If no confirmation of approval in writing is given as mentioned above, it shall be deemed that this suspensive condition has not been fulfilled.

12.3 The provisions of this clause are for the benefit of the Purchaser, who may unilaterally waive the use of the mortgage loan finance. Such waiver must be communicated to the Seller or his Conveyancer in writing prior to the expiry of the period for loan approval set out above.

12.4 If a bank or financial institution referred to above approves a loan to an amount less than the loan amount mentioned above, and the Buyer accepts it, the buyer will be entitled to submit the approval of the lesser amount and his written acceptance of it to the Seller or the conveyancer within the abovementioned period, in which case it will be assumed that this suspensive condition has been fulfilled.

12.5 The buyer will apply for a mortgage loan immediately after acceptance of this offer.

13. **SALE OF PURCHASER'S PROPERTY** *(delete if not applicable)*

13.1 This purchase is subject to and conditional upon the Purchaser's property situated at \_\_\_\_\_ being sold within \_\_\_\_\_ (\_\_\_\_\_) days after entering into this agreement and that the property of the Purchaser being transferred within ninety days after the date of sale of the Purchaser's property.

13.2 Transfer of the property which the Purchaser purchases must be registered simultaneously or after the property, which is to be sold by the Purchaser in view of the fact that the Purchaser is financially dependent on the proceeds of the property to be sold by him to pay for the property which he purchases.

*Initials:*

14. **72 HOUR CLAUSE** (delete if not applicable)

The seller may continue to market the property after \_\_\_\_\_

(\_\_\_\_\_ ) days of entering into this agreement, until such time that all suspensive conditions contained in this agreement have been fulfilled. Should the Seller, during this time, receive another offer ("the competing offer") to purchase the property, which he considers to accept, he/she will have the right to call upon the Purchaser by notice in writing, to waive all suspensive conditions to which this offer is subject, thereby making this sale unconditional, within three (3) days (excluding weekends and public holidays) of the date when such notice is given to the Purchaser. Such notice shall include a copy of the competing offer. If the Purchaser fails to waive his/her rights in writing within the waiver period, and furnish the Seller during the waiver period with the written waiver, then this sale shall lapse and be null and void.

15. **BREACH**

Should the Purchaser fail to make payments provided for herein, or otherwise commit breach of any of the conditions hereof, and remain in default for 10 (ten) days after written notice, requiring him to make such payment or to remedy any other breach, the Seller shall be entitled to, and without prejudice to any other rights available at law:

- 15.1 to claim immediate payment of the entire balance outstanding although not otherwise due by the Purchaser under this *Deed of Sale*, without prejudice of the Seller's right to cancel in the event of the Purchaser not making the payment; or
- 15.2 to cancel this Deed of Sale and retain all amounts paid by the Purchaser as "roukoop" or a genuine pre-estimate of damage suffered by the Seller, and furthermore the Purchaser shall not be entitled to compensation from the Seller for any improvements of whatsoever nature he may have caused on the property, whether with or without the Seller's consent; and
- 15.3 alternative to the above, the Seller shall be entitled to cancel this *Deed of Sale* and to recover any damage that he may have suffered as a result of the breach of the Purchaser, from the Purchaser.

16. **WRITTEN NOTICE**

A written notice by one party to the other party shall be deemed to have reached the other party:

- 16.1 Immediately if the notice was handed to the other party personally or if the notice was delivered at the other party's address of domicile.
- 16.2 A notice sent by registered mail shall be deemed to have reached the other party on the 5<sup>th</sup> (fifth) day after posting thereof.

*Initials:*

**17. JURISDICTION**

For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the magistrate's court notwithstanding that such proceedings are otherwise beyond its jurisdiction, without prejudice to any party's right to institute action in the High Court.

**18. ENTIRE CONTRACT**

The parties agree that this deed of sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto. Any addition to this agreement or amendment of this agreement shall not be of any force unless it is in writing and signed by both parties.

**19. ELECTRICAL CERTIFICATE** *(delete if not applicable)*

19.1 The Seller shall at his own costs obtain and furnish the Purchaser, prior to registration of transfer, with an electrical certificate of compliance issued in terms of the regulations applicable in terms of the Occupational Health and Safety Act No 85 of 1993, by an accredited person, certifying that the electrical installations on the property are in accordance with the prescribed standards, which certificate must not be issued longer than 30 (thirty) days prior to the entering into this agreement.

19.2 Upon the Seller furnishing the certificate, the Purchaser shall have no claim whatsoever against the Seller in respect of electrical installations and no further liability in this regard shall rest upon the Seller.

**20. BEETLE-FREE CERTIFICATE** *(delete if not applicable)*

The Seller shall on his costs arrange for all accessible parts of the property (exclusive of loose structures like Wendy-houses) to be inspected by a qualified expert for infestation by timber destroying insects that might cause serious damage to woodwork and shall furnish the Purchaser before registration of transfer with a certificate that the property is free of such insects.

21.2 If it is found that such insects that might cause serious damage to woodwork infest the woodwork, the Seller shall treat on his costs such timber, or replace such timber, as may be necessary, before date of registration of transfer.

**21. INTERPRETATION**

In this Agreement, words indicating the singular shall also include the plural and *vice versa*, depending on what interpretation gives the best effect to the intention of the parties and words indicating the masculine gender shall include the feminine gender and words indicating persons shall include legal entities. The headings used in this document are used merely for the sake of convenience and shall be disregarded when this document is interpreted.

*Initials:*

**22. PURCHASER'S RIGHT TO REVOKE**

The Purchaser has the right, in terms of section 29 A of Act 68 of 1981, to revoke an offer or to terminate a deed of sale under certain circumstances within 5 (five) days, if the purchase price is less than R250 000,00 (Two Hundred and Fifty Thousand Rand).

**23. FIXTURES AND FITTINGS**

The property is sold with all fixtures and fittings of a permanent nature inclusive of, but not limited to:

Satellite dish, irrigation system, curtain railings, blinds, ceiling fans, all wall to wall floor coverings, light fixtures, all swimming pool equipment, filters and automatic pool cleaning system in 100% working condition,

---

---

**24. EXCLUDED FROM SALE:**

---

---

---

**25. DISCLOSURE OF DEFECTS**

---

---

---

**26. APPROVED PLANS:**

The Seller warrants that the building plans for all the buildings and structures on the property have been properly approved by the local authority. The Seller agrees to provide the Purchaser with the approved building plans before the date of registration of transfer into the name of the purchaser, the costs to be borne by the seller.

**27. TERMS AND CONDITIONS**

---

---

---

*Initials:*

28. **VALUE ADDED TAX**

The Seller declares and confirms that he is not a VAT vendor as defined in the Value Added Tax Act, 1991, with regard to this transaction.

29. **DOMICILIUM OF PURCHASER**

The Purchaser selects this address in South-Africa as his *domicilium citandi et executandi* which shall be the address to which all notices or other documents in relation to this agreement or any other matter may be sent and at which all processes may be served:

Buyer's address: \_\_\_\_\_  
\_\_\_\_\_

The Purchaser shall have the right to advise the Seller and the conveyancer in writing of change of his address of domicile.

Contact number/s: Cell \_\_\_\_\_ Landline: \_\_\_\_\_

E-mail address: \_\_\_\_\_

30. **IRREVOCABLE OFFER:**

This offer shall remain available for acceptance until 24:00 on this \_\_\_\_\_ day of \_\_\_\_\_ where after it shall lapse and be of no further force and effect.

Signed at \_\_\_\_\_ by the Purchaser on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

PURCHASER 1: \_\_\_\_\_ PURCHASER 2: \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_ 2. \_\_\_\_\_

*Initials:*

**ACCEPTANCE BY SELLER OF THE PURCHASER’S OFFER**

*(The Seller must also initial every page and any amendments)*

I/We, the undersigned \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Full names, identity number and marital status)*

in my/our capacity as Seller who has the right to sell the abovementioned property, do hereby accept the offer on the terms and conditions as mentioned above.

I/We select this address as my/our *domicilium citandi et executandi* which shall be the address to which all notices or other documents in relation to these presents may be sent and at which all processes may be served. The Seller shall have the right to advise the Purchaser in writing of change of his/her address of domicile (which must be an address in South Africa):

Seller’s address: \_\_\_\_\_

\_\_\_\_\_

Signed at \_\_\_\_\_ by the Seller on this \_\_\_\_\_ day

of \_\_\_\_\_ 20 \_\_\_\_\_

SELLER 1: \_\_\_\_\_ SELLER 2: \_\_\_\_\_

AS WITNESSES:

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

2. \_\_\_\_\_

Contact person for valuation: \_\_\_\_\_

Contact number/s: \_\_\_\_\_

*Initials:*