

## Private property seller's Offer to Purchase Agreement

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### **THE PURCHASER**

(state full name/s and surname/s) \_\_\_\_\_

Identity No/s: \_\_\_\_\_

Of (insert physical and postal address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the PURCHASER)

Hereby offer to purchase from

### **THE SELLER**

(state full name/s and surname/s) \_\_\_\_\_

Identity No/s: \_\_\_\_\_

Of (insert physical and postal address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the SELLER)

The following property, namely

### **THE PROPERTY**

Freehold Stand no: \_\_\_\_\_ Township \_\_\_\_\_

Situated at (street address) \_\_\_\_\_

Apartment/Townhouse door No: \_\_\_\_\_ / Section No: \_\_\_\_\_ SS No: \_\_\_\_\_ in the building known as

Refer to attached house rules where applicable. \_\_\_\_\_

Including exclusive use areas (if any), \_\_\_\_\_

Subject to all terms and servitudes mentioned or referred to in the current and or prior Title Deeds of the said property, and to all such other conditions and servitudes which may exist in regard thereto, in the condition and to the extent such as it now lies voetstoots, on the following terms and conditions:

### **1. PURCHASE PRICE**

The purchase price is R \_\_\_\_\_ ( \_\_\_\_\_ )  
\_\_\_\_\_ ) (\*exclusive/inclusive\* of Value Added Tax) Payable by the Purchaser  
to the Seller as follows: \_\_\_\_\_

(N.B. VAT IS ONLY APPLICABLE IF THE SELLER IS REGISTERED AS A VENDOR UNDER THE VALUE ADDED TAX ACT).  
(\*delete that which is not applicable)

### **2. BOND FINANCE**

This sale is conditional upon:

2.1 The Purchaser being able to obtain from a registered financial institution, within 14 days of signature hereof, a loan/s of not less than R \_\_\_\_\_ ( \_\_\_\_\_ )  
\_\_\_\_\_ ) on the security of a mortgage bond/s to be registered over the property at rates and subject to terms and conditions imposed by the financial institution to which application is made by the Purchaser, the Seller or his Agent at the Purchaser's expense.

In the event of the aforesaid Bond not being granted within the period stipulated in Clause 2.1 above or alternatively within such extended time period as the parties may have agreed to in writing, then and in such event this Agreement shall lapse and shall have no force and effect and the Seller shall be obliged to refund to the Purchaser together with interest all monies paid by the Purchaser hereunder in reduction or the purchase price.

## **2.2 SALE OF SECOND PROPERTY**

The sale is conditional upon the Purchaser being able within \_\_\_\_\_ days of signature, to sell his property being stand No \_\_\_\_\_ /section No \_\_\_\_\_ situated at (street address) \_\_\_\_\_  
\_\_\_\_\_ in the township of \_\_\_\_\_

(HEREIN REFERED TO AS THE SECOND PROPERTY) for the gross purchase price of not less than R \_\_\_\_\_

( \_\_\_\_\_ )

on terms and conditions that will enable the Purchaser to fulfil the terms of this offer. Should the purchaser accept a lower price, this condition shall be deemed to be fulfilled. The Purchaser generally undertakes to co-operate with the seller or his Agent in his endeavour to market and sell the second Property and timeously fulfil this condition.

Pending fulfilment of this condition, the Seller shall be entitled to continue to market the property until successfully sold and should, prior to fulfilment of this condition, a bona fida offer (herein referred to as the Competing Offer) for the property be received, which, but for this agreement, the seller wishes to accept, the Seller may do so subject to the following:

2.2.1 A copy of the competing offer shall be delivered to the purchaser, who shall be given the option for 3 (three) working days from delivery to waive 2.2.

2.2.2 The Purchaser shall exercise this option in writing and same must be delivered timeously to the seller.

2.2.3 Should the Purchaser not timeously exercise the option as aforesaid, the Seller shall be entitled to accept the competing offer and, on acceptance thereof, this agreement between the Seller and the Purchaser shall thereupon immediately and automatically become cancelled without prejudice to any party.

## **3. OCCUPATION**

3.1 \*Occupation of this property shall be given to and taken by the purchaser on (date) \_\_\_\_\_ .

Should the date of transfer not coincide with the date of occupation, the party enjoying such occupation whilst the property is registered in the name of the other party, shall pay the other party monthly in advance on the first day of the month, in consideration for, and for the period of such occupation an occupational rental of R \_\_\_\_\_ per month and shall be paid at the Conveyancer's office. Should transfer be registered during a month, the Conveyancer's must refund to the Purchaser a share of the payment made. Such share will be for the period between the date of registration of transfer and the end of that month.

### **ALTERNATIVELY**

\*The Purchaser acknowledges that the property is let to tenants and that occupation of the property will be given to the Purchaser subject to the tenant's rights. The Purchaser acknowledges himself to be fully acquainted with the terms of the Agreement of Lease.

(\*Delete whichever paragraph as above is not applicable)

3.2 If occupation is given to the Purchaser before the date of transfer:

3.2.1 The Purchaser shall not be entitled to make any alterations on the property before transfer without the prior written consent of the seller which consent shall be at the Seller's sole and absolute discretion.

3.2.2 The Purchaser shall be obliged to vacate the property upon cancellation of this agreement for whatsoever reason, no tenancy being created by any such prior occupation.

**4. BENEFITS AND RISK**

On registration of transfer of the property the risk of ownership thereof shall pass to the Purchaser, from which date the purchaser shall receive all benefits from, and be responsible for all rates and taxes and other imposts upon the property.

**5. AGENTS COMMISSION**

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(DELETE IF NOT APPLICABLE)

**6. BREACH**

Should either party breach any provision of this agreement and fail to remedy such breach within 10 days after despatch of written notice requiring such breach to be remedied, the aggrieved party shall be entitled, without prejudice to any other rights in law, to cancel this agreement forthwith or claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance and in either event without prejudice to the aggrieved party's rights to claim damages. The aggrieved party shall be entitled to receive or retain as rouwkoop or as a genuine pre-estimate of damages or on account of any pending determination by court or actual damages sustained, the balance of the deposit and any other monies paid by the purchaser after deduction of the commission payable to the agent in terms of clause 5 hereof.

**7. JURISDICTION**

For the purpose of all or any proceedings herein the parties hereby consent to the jurisdiction of the Magistrate's court otherwise having jurisdiction under Section 28 of the act pursuant to Section 45 of the Magistrate's Court Act 1944 as amended. However an aggrieved party may at his sole option institute proceedings in any other competent Court, which has jurisdiction.

**8. TRANSFER**

8.1 Transfer shall be effected by the Seller's Conveyancer. All costs incidental to transfer, including transfer duty and stamp duty shall be paid by the purchaser on demand.

8.2 In the event of the sale evidenced by this agreement being cancelled for a reason or reasons attributable to the Purchaser, the latter shall be liable for all legal costs attendant upon the formal cancellation of the sale.

**9. FIXTURES & FITTINGS**

The property is sold with all fixtures and fittings of a permanent nature, which the seller warrants, are fully paid for and owned by the Seller, including: \_\_\_\_\_

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**10. DOMICILIUM**

The parties choose domicilium citandi et executandi for all purposes hereunder at their addresses stipulated under their respective names, in the preamble to this agreement. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received at the addresses on the third day following the posting thereof by prepaid registered post or on the date of delivery thereof if delivered by hand.

**11. ELECTRICAL COMPLIANCE CERTIFICATE**

The Seller shall obtain, at his expense, a certificate of compliance in accordance with the regulations under machinery and occupational safety act no85 of 1983. The Seller shall within 14 (fourteen) days of fulfilment of the suspensive conditions, deliver the said Certificate to the Conveyancer. Should the Seller fail to furnish the certificate, the Purchaser will be entitled to obtain same and in that event the seller hereby authorises the Conveyancer to deduct the cost of obtaining same from the nett proceeds and to re-imburse the purchaser.

**12. INFESTATION**

(APPLICABLE ONLY TO PROPERTIES SITUATED IN WESTERN AND EASTERN CAPE PROVINCE AND KWA-ZULU NATAL)

Prior to registration of Transfer, the Seller shall at his own cost, furnish the Purchaser with a certificate of compliance by a Government Entomologist for the infestation by Hylotrupes Bajulas and/or Oxyplerus Nodieri.

**13. ACCEPTANCE**

This Offer shall become a final and binding sale upon acceptance hereof by the Seller on or before midnight of (state date) \_\_\_\_\_ and is binding upon acceptance at any time prior thereto irrespective of notification to the Purchaser.

**14. GENERAL**

14.1 This document contains the entire agreement between the parties and,

14.2 No addition to or variation of this Offer to Purchase shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties by their legally appointed representatives.

14.3 The parties acknowledge that they understand and agree to the contents hereof and the meaning and consequences of the material provisions of this agreement.

**15. OTHER UNDERTAKINGS / CONDITIONS:**

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

SIGNED by the PURCHASER/S at \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_ at TIME \_\_\_\_\_

1. AS WITNESS \_\_\_\_\_ PURCHASER \_\_\_\_\_

2. AS WITNESS \_\_\_\_\_ PURCHASER \_\_\_\_\_

ACCEPTED by the SELLER/S at \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_ at TIME \_\_\_\_\_

1. AS WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_

2. AS WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_

**PURCHASER**

**SPOUSE**

FULL NAMES \_\_\_\_\_

\_\_\_\_\_

ID NUMBERS \_\_\_\_\_

\_\_\_\_\_

(OR REDISENCE PERMIT NO OR PASSPORT NO.)

PLACE & DATE OF BIRTH \_\_\_\_\_

\_\_\_\_\_

RESIDENTIAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FUTURE ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TEL. HOME \_\_\_\_\_

\_\_\_\_\_

TEL. WORK \_\_\_\_\_

\_\_\_\_\_

FAX NO \_\_\_\_\_

\_\_\_\_\_

CELL NO \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_

MARITAL STATUS: \_\_\_\_\_

(IN OR OUT OF COMMUNITY OF PROPERTY?)

ANTENUPTIAL CONTRACT NO \_\_\_\_\_

COUNTRY OF MARRIAGE (IF NOT SA) \_\_\_\_\_

I certify the above information to be correct:

Signed:

\_\_\_\_\_

**PURCHASER**

\_\_\_\_\_

**DATE**

**SELLER**

**SPOUSE**

FULL NAMES \_\_\_\_\_

\_\_\_\_\_

ID NUMBERS \_\_\_\_\_  
(OR REDISENCE PERMIT NO OR PASSPORT NO.)

\_\_\_\_\_

PLACE & DATE OF BIRTH \_\_\_\_\_

\_\_\_\_\_

RESIDENTIAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

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FUTURE ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TEL. HOME \_\_\_\_\_

\_\_\_\_\_

TEL. WORK \_\_\_\_\_

\_\_\_\_\_

FAX NO \_\_\_\_\_

\_\_\_\_\_

CELL NO \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_

MARITAL STATUS: \_\_\_\_\_  
(IN OR OUT OF COMMUNITY OF PROPERTY?)

ANTENUPTIAL CONTRACT NO \_\_\_\_\_ COUNTRY OF MARRIAGE (IF NOT SA) \_\_\_\_\_

WHEREABOUTS OF TITLE DEEDS \_\_\_\_\_ EXISTING BOND/S WITH \_\_\_\_\_

APPROXIMATE BALLANCE R \_\_\_\_\_ BOND ACCOUNT NO \_\_\_\_\_

I certify the above information to be correct:

Signed:

\_\_\_\_\_  
**SELLER**

\_\_\_\_\_  
**DATE**