

www.propertymix.co.za OFFER TO PURCHASE

THE PURCHASER

(state full names and surname) _____

Identity No _____

Of (insert physical and postal address) _____

_____ (hereinafter referred to as the PURCHASER)

Hereby offer to purchase from _____

THE SELLER

(state full names and surname) _____

Identity No _____

Of (insert physical and postal address) _____

_____ (hereinafter referred to as the SELLER)

The following property, namely _____

THE PROPERTY

Freehold Stand no: _____ Township _____

Situated: _____

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 for the purchaser at his expense by the seller or his agent.

In the event of the aforesaid Bond not being granted within the period stipulated in Clause 2.1 above 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 _____ in the

township _____ (HEREIN REFERRED 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 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 _____
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 _____ 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 sellers 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

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 rowwkoop 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

<u>SELLERS</u>		<u>PURCHASERS</u>
	FULL NAMES 1	
	FULL NAMES 2	
	ID NUMBERS 1	
	ID NUMBERS 2	
&	Place of Birth 1& 2	&
	MARITAL STATUS	
	DATE OF MARRIAGE	
	RESIDENTIAL ADDRESS	
	POSTAL ADDRESS	
	TEL. HOME	
&	TEL. WORK 1 & 2	&
&	FACIMILE 1 & 2	&
&	CELLULAR 1& 2	&
BOND HOLDER (Bank)	EMPLOYER 1	
BOND ACCOUNT No	EMPLOYER 2	
BOND OUTSTANDING R	OCCUPATION 1	
OTHER R	OCCUPATION 2	
RATES & TAXES A/C NO	YEARS SERVICE 1 & 2	&
WATER & LIGHTS A/C NO	SALARY 1 R	
SELLERS NOMINATED CONVEYANCER (ATTORNEY) FOR TRANSFER & BOND REG.	SALARY 2 R	
	SALARY Other (2nd Business, rental, overtime)	
	BANKERS	
SECTIONAL TITLE ONLY	A/C TYPE	
SECTION NO	A/C NO	
EXCLUSIVE AREAS		
BODY CORPORATE	I certify that the above information is correct:	
CONTACT PERSON	PURCHASER	
CONTACT TEL NO's	PURCHASER	
SIZE	WITNESS	
LEVY		
INSURANCE CO		
INSURANCE NO		
I certify that the above information is correct		
SELLERS		
SELLERS		
WITNESS		