

OFFER TO PURCHASE

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“The Purchaser(s)”

“Purchaser 1”

Name:

ID:

Tel (w): (h)

Fax no: (cell)

E mail address:

PO Box:

Domicile address:

Income tax no: Bank:

Marital status: Married / Single

Antenuptial Agreement / In community of property Date:

“Purchaser 2”

Name:

ID:

Tel (w): (h)

Fax no: (cell)

E mail address:

PO Box:

Domicile address:

Income tax no: Bank:

Marital status: Married / Single

Antenuptial Agreement / In community of property Date:

hereby make(s) an offer to purchase the under mentioned property through “**the Agent**” Centurion Real Estate cc from “**the Seller(s)**”:

“Seller 1”:

Name:.....
ID:
Tel (w): (h)
Fax no: (cell)
E mail address:
PO Box:
Domicile address:
Income tax no:
Marital status: Married / Single
Antenuptial Agreement / In community of property Date:

“Seller 2”:

Name:
ID:
Tel (w): (h)
Fax no: (cell)
E mail address:
PO Box:
Domicile address:
Income tax no:
Marital status: Married / Single
Antenuptial Agreement / In community of property Date:

“The Property”:

Door no:
Unit no: Complex:
Garage no: Carport no: Parking no:
Street address:
Stand no: Suburb:
Managing Agents for Body Corp & contact: Tel:.....
Home Owner's Association & contact:..... Tel:.....
Levy: Rates & taxes:..... Municipal Acc. No:.....

1. Price

The purchase price is the amount of:

R..... (.....)

payable as follows:

R..... (.....)

as deposit within 21 (TWENTY ONE) days after acceptance of this offer by the Seller(s), paid to the transferring attorney, to be held in trust pending registration of transfer.

Guarantee(s) for the balance/full purchase price, for payment on date of registration, will be supplied by the Purchaser(s) within 45 (FORTY FIVE) days hereof. These guarantee(s) shall be issued by an institution, the terms and conditions of which shall be reasonable and acceptable to the Seller(s) (or the transferring attorney on his/her behalf).

2. Approval of bond

2.1 This offer is subject to the suspensive condition that the Purchaser(s) [or the Seller(s) or the Agent on behalf of the Purchaser(s)] is / are able to raise a loan upon the security of a mortgage bond to be passed over the property by a bank or other financial institution, for the sum of not less than R.....(.....)

(or for such lesser loan amount which is acceptable to and is accepted by the Buyer)

within 21 (TWENTY ONE) days after written acceptance of this offer (which time may be extended by the Seller(s) for a further period not exceeding 14 (FOURTEEN) days. The parties hereto specifically agree that such extension will be of full force and effect and binding on both the Purchaser(s) and Seller(s).

The parties specifically agree that this suspensive condition shall be deemed to be fulfilled on the date that the Purchaser(s) obtains a quotation and/or pre-agreement statement from any financial institution in terms of which such financial institution offers a loan to the purchaser in any amount of not less than the amount referred to above.

2.2 Should such a loan not be procured within the specified period or any extension of such a period, this agreement shall automatically be cancelled and be of no further force nor effect, save that the Purchaser(s) shall be entitled to a full refund of all monies paid on account of the purchase price. The Purchaser(s) undertake(s) to sign all documents necessary to fulfill this condition as soon as possible and shall forthwith duly, properly and fully, make application to such bank or financial institution as may be recommended by the agent, to attend to the application and submission of all home loan / building bond applications on behalf of the Purchaser(s), to enable the agent to enjoy effective control of the financial aspects and to ensure that any possible delays are contained to an absolute minimum.

The Purchaser(s) confirm(s) that he/they will be able to afford the monthly repayment of the said loan.

The Purchaser(s) agree(s) to supply an employer's guarantee if so requested by the financial institution.

3. Acknowledgements by Purchaser(s)

The Purchaser(s) acknowledge(s) that the Property is sold: to the extent it now lies, *voetstoots*, without any warranties whether express or implied and the Seller(s) shall not be liable for any defect whether latent or otherwise in the Property nor for any defect whether latent or otherwise in the Property nor for any damage suffered by the Purchaser(s) by reason of such defects, and subject to the conditions of the Sectional Titles Act 95 of 1986 as amended, and subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Property, the Sectional Title Plan and any town planning scheme applicable to the property.

The Seller(s) declare(s) that all information regarding the property and the condition thereof, was presented to the Agent in writing, and indemnifies the Agent against all claims which may arise as a result of any defects to the property, not declared by the Seller(s). Neither the Seller nor the Agent shall be held responsible for any deficiency or benefit from any excess found in the area thereof upon resurvey.

4. Occupation

Occupation of the Property shall be given to the Purchaser(s) on If the date of occupation does not coincide with the registration date, the party enjoying occupation of the Property while it is registered in the name of the other party, shall pay at the transferring attorney, occupational rental monthly in advance to the amount of (.....)

It is hereby recorded that the Property is currently being let and that occupation can only be given subject to the tenant's rights under the lease agreement which expires on subject to(.....) months' notice.

5. Transfer

The registration of transfer shall proceed immediately after signature hereof by the nominated conveyancer and the parties agree to sign all the necessary documents upon request. The Purchaser(s) is/are liable for the payment of all costs pertaining to the registration of transfer and other related costs, which costs shall be payable upon request.

6. Risk and ownership

Possession of the Property shall be given to the Purchaser(s) on date of registration of transfer on which date all benefits and risks with regards to the Property shall pass to the Purchaser(s), including rates and taxes and other imposts levied thereupon.

7. Commission

Agent's commission will be paid by the Seller as per commission agreement and shall be deemed to have been earned and be payable upon acceptance of this offer and the fulfillment of clauses 2.1 and 3 (where applicable).

8. Breach

In the event of the Purchaser(s) and/or Seller(s) failing to remedy any breach of the terms hereof within 7 (seven) days of the date of dispatch, by prepaid registered post or facsimile, requesting the Purchaser(s) to rectify such

breach, the Seller(s) / Buyer(s) shall be entitled at his/their option and without any prejudice to any of his/their other rights in law to:

cancel this agreement, re-occupy the Property and to keep any deposit in terms of Clause 1, less agent's commission as well as all other amounts paid by the Purchaser(s) as "roukoop" or by way of penalty, or as liquidated damages, or as payment in respect of prejudice agreed upon as being suffered by the Seller(s) as a result of the Purchaser(s) breach, over and above any further damages claimed;

enforce performance of the terms hereof, including payment of the full balance of the purchase price and all other amounts owing in terms hereof, as well as any losses incurred by him/them.

9. Cancellation figures

The Seller(s) accept(s) liability for the payment of the excess (if any) of the cancellation figures on his/their existing bond(s) over the selling price, which amount shall be paid to the transferring attorney before registration. Should the existing bond have a zero balance but has not been cancelled, the cancellation fees will be for the Seller's account.

The above is also applicable to any levies, rates and taxes, water and electricity that may be outstanding on the Property.

10. Penalty clause

Should there be any delay with registration of transfer, the party responsible for such delay shall pay penalty interest on the selling price at prime interest rate per year for the period of the delay.

11. Fixtures and fittings

The Property is sold together with all improvements thereon, including electrical fittings, fitted TV and M-Net aerials, pelmets, keys, fitted carpets, stove etc.

Also included:

Excluded:

12. Domicile

Each party chooses as his/their *domicilium citandi et executandi* his/their address as set out in the preamble hereto, at which address all notices and legal process in relation to this agreement or any action arising therefrom may be effectually delivered and served.

13. General

13.1 This agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein, shall be of any force or effect.

13.2 No variations of or amendments to the terms and conditions of this agreement, including this Clause, or any consensual cancellation thereof shall be of any force or effect, unless reduced to writing and signed by all the parties hereto.

13.3 Any latitude or postponement which may be allowed by the Seller(s) to the Purchaser(s) in respect of any payment provided for herein, or any matter which the Purchaser(s) is/are bound to perform or observe in terms

hereof, shall not in any circumstances be deemed to be a waiver of the Seller's right at any time to require strict and punctual compliance with each and every provision or item hereof.

13.4 In the event of the Purchaser(s) acting in the capacity of an agent or trustee for a company, or close corporation to be formed or nominee, the Purchaser(s) shall be personally liable should the juristic person not be formed within a reasonable period, or, if when it is formed, it does not ratify this agreement. The agent or trustee by the signing of this agreement binds himself as surety and co-principal debtor *in solidum* to the proper fulfillment of the obligation of the said juristic person (to be formed). Should a person sign as Purchaser on behalf of an existing company or closed corporation, the person signing on behalf of the juristic person commits himself personally as surety and co-principal debtor *in solidum* for the proper fulfillment by the juristic person of all his obligations in terms of this agreement.

13.5 In the event of more than one Seller or more than one Purchaser being a party to this Agreement, they shall be jointly and severally liable for their obligations arising in terms hereof.

13.6 The Agent may display a sold sign on the Property from the date on which this agreement becomes unconditional until three months after registration.

14. Certificates of Compliance

14.1 Electrical Certificate of Compliance

The Seller shall on/or before the date of registration of transfer of the Property in the Purchaser's name, at the Seller's cost, deliver to the Purchaser a certificate of compliance issued by a qualified electrician in terms of regulations promulgated under Act 85 of 1983. The Seller undertakes not to make any changes in respect of the electrical installation in the Property after delivery of such certificate.

14.2 Electric Fence Certificate

If the property sold in terms hereof has an electric fence, the seller shall at his own expense within 7 (seven) days after compliance with the mortgage loan condition herein, if applicable, but before occupation, deliver to the transferring attorney an Electric Fence Compliance Certificate in terms of the Electrical Machinery Regulations issued in terms of the Occupational Health and Safety Act, 85 of 1993. The certificate must be issued by an authorized person or an approved inspection authority and it shall certify that the installation as well as any alterations comply with the abovementioned Act. The seller guarantees that the whole electric fence installation is in working order. If any repairs are necessary, these shall be repaired at the seller's cost before registration.

15. Cooling-off clause

Should the Purchaser(s) be a natural person, the Purchaser(s) or his/her/their agent acting on his/her/their written authority may, within 5 (five) working days of signing this offer, revoke his offer by way of an unconditional written notice to this effect delivered to the Seller(s) (only applicable if purchase price is less than R250 000).

16. Offer lapses

This offer is irrevocable untilon and is binding upon acceptance at any time prior thereto, irrespective of notification of acceptance to the Purchaser(s).

