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## Offer to Purchase

TO .....  
(hereinafter referred to as "the Seller")

I/We, the undersigned .....  
(hereinafter referred to as "the Purchaser")

Offer to Purchase.

Certain Freehold Property together with all buildings and erections and fixed improvements thereon, being:-

Address: .....

Erf No. ....  
(hereinafter referred to as the "PROPERTY") as more fully described in the current and/or prior Title Deeds of the PROPERTY and subject to all the conditions and servitudes mentioned or referred to therein, and any registered lease thereof, and to all such other conditions and servitudes which may exist in regard thereto, and in the condition and to the extent such as it now lies, and upon the following terms:-

1. The Purchase Price is the sum of R..... (.....)  
.....) payable as follows:-
  - (a) As deposit in cash upon signature hereof the sum of R..... (.....)  
which amount shall be deposited with ..... who shall hold it in trust:
    - (i) as a stakeholder, for the benefit of Seller or Purchaser, dependent on whichever of the two becomes entitled thereto, but as agent for neither;
    - (ii) for release to the Seller's order:
      - (aa) upon registration of transfer; or
      - (bb) upon cancellation in terms of Clause 5 hereof, by reason of the Purchaser's default;  
but with the right to deduct commission therefrom;
    - (iii) for refund to the Purchaser if the sale is cancelled or lapses (otherwise than by reason of the Purchaser's default) in terms of the provisions hereof, or by mutual consent in writing;
    - (iv) as a stakeholder, pending due decision at law or by mutual agreement in writing to any dispute in the event of either party hereto, before transfer, claiming such dispute and objecting to the release of the deposit to the other party and/or in the event of Clause 5(b) becoming applicable.
  - (b) For the sum of R..... (.....)  
the Purchaser shall on or before ..... furnish a Banker's or Building Society's Guarantee/s  
made payable to the Seller or Nominee/s free of bank exchange, at .....  
upon registration of transfer into the name of the Purchaser.
2. Subject to the provisions of Clause 6 possession of the Property shall be given to the PURCHASER on REGISTRATION. From such date all benefits and risks of ownership in respect of the PROPERTY shall pass to the PURCHASER including the right to any rentals accruing and the liability for any rates and taxes and other imposts paid levied thereupon. And rentals received, or rates and taxes and other imposts paid out prior to the said date of possession for any period subsequent thereto shall be refunded proportionally in accordance with the above.
3. Transfer of the property shall be effected by the Seller's conveyancers within a reasonable time after the Purchaser has complied with the terms of Clause 1 hereof and made payment to the Seller's Conveyancers of transfer duty, stamp duty and all other costs of transfer and matters incidental thereto, for all of which the Purchaser shall be liable and obliged to make provision on demand.
4. (a) The Purchaser is hereby notified and acknowledges that the Property is let to tenant/s and that the purchase is made subject to the tenant's rights under an agreement of tenancy and the law and regulations protecting and relating to tenants, and that if the Purchaser requires occupation of the Property it will be necessary for the Purchaser to make arrangements with the tenant/s. The Seller gives no warranty that the Purchaser will obtain actual occupation of the Property on the date provided in clause 2 thereafter. The Purchaser acknowledges being fully aware of protection afforded to tenant/s under the Rents Act No. 43 of 1950 and any amendments thereof insofar as same may be applicable to the abovementioned tenant/s.  
(b) The Seller and all occupants of the property shall be bound and obliged to vacate the Property on or before the .....  
..... from which date the Purchaser shall be entitled and obliged to occupy the Property.

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- \*5. Should the PURCHASER fail to furnish the guarantee/s under Clause (1b) above by the date mentioned therein, and/or fail to comply with any other obligation under this contract within seven (7) days of the date of despatch by prepaid registered post of written notice requiring the PURCHASER to carry out the obligation/s in question, then in such event the SELLER shall be entitled (in addition to and without prejudice to any other rights available at Law):-
- to terminate this contract and withdraw therefrom in which event the SELLER shall be entitled to retain the deposit paid under Clause 1(a) above as well as all other amounts paid by the PURCHASER prior thereto and the PURCHASER shall forfeit the right to claim restitution of anything performed by the PURCHASER in terms of the agreement and notwithstanding the withdrawal aforementioned the SELLER shall be entitled to claim payment of all arrear payments and performance of all and any other arrear obligations that the PURCHASER has failed to perform by the date of such withdrawal; this remedy to be by way of a penalty or as liquidated damages or as a payment in respect of the prejudice agreed upon as being suffered by the SELLER as a result of the PURCHASER's failure to comply with this contract; or
  - to cancel the agreement of sale concluded between the SELLER and PURCHASER in the event of the acceptance hereof by the SELLER and claim and recover such damages as the SELLER may be able to prove that the SELLER has sustained, in which event the SELLER shall be entitled to have all amounts previously paid in terms hereof retained in trust until the actual amount of damages has been determined at Law, and thereupon to set-off such damages as against the aforesaid amounts retained in trust; or
  - to enforce performance of the terms hereof including (without derogating from the generality hereof) full payment of the full balance of the purchase price and of all other amounts payable in terms hereof.
6. (a) If the PURCHASER takes occupation of the PROPERTY before the registration of transfer or if the SELLER's remain in possession after registration of the property then the parties shall pay to the other party rent at the rate of R..... per month (.....) from date of occupation to date of registration of transfer. Rental shall be payable monthly in advance, adjustments where applicable to be made upon date of registration of Transfer on a "Pro Rata" basis.
- Payment to be made at .....
- (b) Should Transfer not be affected by ..... then the party responsible for any delay after this date shall pay to the other party, interest on the full purchase price calculated at .....% (.....) per annum from this date to the date of registration of transfer.
7. Any latitude or extension of time which may be allowed by the Seller to the Purchaser in respect of any payment provided for herein, or any matter or thing which the Purchaser is 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 term hereof.
8. The property is sold with the following movable appurtenances which the Seller warrants are fully paid for, and owned solely and exclusively by the Seller.
9. (a) Any agreement of sale resulting from the acceptance of this offer to purchase by the seller shall be subject to the suspensive condition that the purchaser (or the seller or the agent on the purchaser's behalf) is able to raise a loan upon the security of a first mortgage bond to be passed over the property for a sum of not less than R..... (.....) at prevailing Bank rates and terms.
- Should such loan not be procured by ..... or such other date as the parties may agree in writing this sale shall be automatically cancelled and of no force and effect. The purchaser undertakes and agrees to take all steps and sign all documents reasonably necessary to give effect to this clause. Notwithstanding the foregoing the purchaser shall be entitled by notice in writing to the seller at any time before the said date or the agreed later date as the case may be to declare this sale unconditional and as having taken effect on the terms herein contained, it being recorded that the said condition is inserted solely for the benefit of the purchaser.
- (b) In the event of the Purchaser being a married woman, her husband shall be deemed personally bound by his signature as assisting her at the foot hereof as surety and co-principal debtor in solidum for the fulfilment of all the Purchaser's obligations in terms hereof and to sign as surety and co-principal debtor in solidum in respect of the loan referred to under Sub-ause (a) above if such signature is required by the Mortgagee granting the said loan.
10. If occupation is given to the Purchaser before the date of transfer:-
- The Purchaser shall not be entitled to make any alterations to the Property before transfer without the prior written consent of the Seller, which consent shall be at the Seller's sole and absolute discretion.
  - The Purchaser shall be obliged to vacate the Property upon cancellation of the sale for any reason whatsoever, it being agreed that no tenancy shall be created by any such prior occupation.
11. The SELLER shall not be required to indicate to the PURCHASER the position of the beacons and/or pegs of the property.
12. The parties hereby select for all purposes of this contract the addresses set out by them in the preamble hereto as the domicilium citandi et executandi by each of them for the delivery of all notices and/or process thereto, it being agreed that all notices despatched in the Republic of South Africa by prepaid registered post to the domicilium selected shall be deemed to have been received seven (7) days from the date of posting thereof. Either party may from time to time change that party's domicilium by delivery of written notice to the other party to that effect.
13. Any Agreement between the Purchaser and Seller to cancel, alter or add to this "Offer to Purchase" shall not be binding and shall be of no force nor effect unless reduced to writing and signed by the parties before witnesses.
14. The SELLER shall not be liable for any deficiency in the extent of the property hereby sold, nor shall the SELLER benefit by any possible surplus. The Property is sold Voetstoots (as it stands) as to condition and extent, and the seller shall not be liable for any defects either latent or patent. If the Property has been erroneously described herein, such mistake or error shall not be binding on the SELLER but the description of the Property as set out in the Title Deed shall apply and the parties agree to the rectification hereof to conform to the intention of the parties
- The PURCHASER is hereby deemed to have made himself acquainted with the situation, boundaries, nature, condition, extent and locality of the property, the SELLER and/or the AGENT being entirely free from any liability in respect thereof.

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**THIS INFORMATION IS REQUIRED BY THE CONVEYANCING ATTORNEYS**

**SELLER**

**PURCHASER**

Full Names

Full Names

Identity No.

Identity No.

Names of Spouse

Names of Spouse

Identity No. of Spouse

Identity No. of Spouse

How Married - Single, Widow, Anti-Nuptial  
Contract or Community of Property

How Married - Single, Widow, Anti-Nuptial  
Contract or Community of Property

Current Postal Address

Current Postal Address

Future Postal Address

Future Postal Address

E-Mail Address

E-Mail Address

Telephone (Home)

Telephone (Home)

Telephone Work

Telephone Work

Cellphone No.

Cellphone No.

Existing Bond Holder:

Existing Bond Holder:

Account No.

Profession and Title

Outstanding Balance

Place of Business

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