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## SECTIONAL TITLE OFFER TO PURCHASE

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

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

### 1. OFFER AND ACCEPTANCE

I/We offer to purchase the undermentioned UNIT from the Seller pursuant to the terms and conditions as set out herein. This offer will remain open to acceptance and will be irrevocable until the expiry date and time as stipulated.

### 2. INTERPRETATION

In this Agreement the following words have the meanings given to them hereunder:

#### 2.1 The Property:

Unit No. .... Section No. .... Sectional Title Plan No. .... Floor area ..... as indicated  
and more fully described in the Registered Sectional Title Plan in the building/s known as:

..... Erf No.: .....  
together with an undivided portion of the common property in the ground and buildings as indicated and more fully  
described in the said Sectional Title Plan allocated to the aforesaid Section and in accordance with the participation  
quota of the specified Section.

3. The Purchase Price is an amount 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 7 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 (other 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 7 becoming applicable.
- (b) For the balance of the full purchase price amounting to 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.

4. Transfer of the Unit shall be effected by the Seller's conveyancers within a reasonable time after the Purchaser has complied  
with the terms of Clause 3 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.

5. Subject to the provision of Clause 6 possession of the Unit shall be given to the Purchaser on .....  
From such date all benefits and risks of ownership in respect of the Unit shall pass to the Purchaser including the right to any  
rentals accruing and the liability for any levies. Any rentals received and levies paid out prior to the said date of possession for  
any period subsequent thereto shall be refunded proportionally in accordance with the above.

6. (a) The Purchaser is hereby notified and acknowledges that the Unit 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 Unit, 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 Unit on the date provided. 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 other occupants of the Unit shall be bound to vacate the Unit on or before the .....  
from which date the Purchaser shall be entitled to occupy the Unit or have it occupied.

7. Should the Purchaser fail to furnish the guarantee/s under Clause 3(b) above by the date mentioned therein, and/or fail to comply with any other obligation under this contract within 7 (SEVEN) 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.

(a) to terminate this contract and withdraw therefrom in which event the Seller shall be entitled to retain the deposit paid under Clause 3(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

(b) 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 against the aforesaid amounts retained in trust.

8. (a) If the Purchaser takes occupation of the Unit before the registration of transfer then the Purchaser shall pay to the Seller rental at the rate of R.....(.....) per month from date of occupation to date of registration of transfer (Pro Rata).

(b) Should transfer not be effected 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.

9. 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.

10. (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 against 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.

(b) Should such loan not be procured by ..... or such other date as the parties may agree to in writing, this sale shall be automatically cancelled and be 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.

(c) In the event of the Purchaser being a married woman, her husband shall be deemed personally bound by his signature, at the foot hereof, as assisting her 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-clause (a) above if such signature is required by the Mortgagee granting the said loan.

11. Should occupation be given to the Purchaser before the date of transfer:

(a) the Purchaser shall not be entitled to make any alterations to the Unit before transfer without the prior written consent of the Seller, which consent shall be at the Seller's sole and absolute discretion.

(b) The Purchaser shall be obliged to vacate the Unit upon cancellation of the sale for any reason whatsoever, it being agreed that no Rental Agreement shall be deemed to have been formed by virtue of prior occupation.

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 7 (SEVEN) 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 Purchaser shall not be entitled to, prior to date of registration, sell, let, cede or make over the Purchaser's rights in terms hereof under this Offer to Purchase to a third party without the prior written consent of the Seller, which consent shall not be withheld unreasonably.

15. The Unit is sold subject to all the provisions of the Sectional Title Act 1986 and subject to all the provisions of the Rules and Regulations of the Body Corporate as lodged with the Registrar of Deeds according to the relevant Act..

16. VOETSTOOTS:

16.1 The Unit is being sold voetstoots (as it stands) subject to all servitudes and conditions.

16.2. The Seller cannot claim an increase in the purchase price in the event of the Unit being bigger than the area indicated in the Certificate of Registered Sectional Title according to which the Unit is held, neither can he be held responsible for damages should the area of the Unit be less than indicated.

16.3 The Purchaser is hereby deemed to have acquainted himself with the nature, condition and extent of the Unit and acknowledges that the Seller and/or the Agent are entirely free from any liability in respect thereof.

17. The Seller guarantees that:

17.1 he/she has no knowledge of any additional or special levy which may be raised except the levy referred to in Clause 5 which he has as yet not paid or for which he does not assume responsibility.



17.2 the Purchaser, by virtue of his ownership of the Unit, shall be entitled to the exclusive use of the common property areas referred to in Clause 2.1 according to the Rules in operation in respect of the development as well as the Sectional Titles Act 66 of 1971 and the Sectional Titles Act 95 of 1986.

18. The parties hereto acknowledge that the agreement of sale concluded between the SELLER and PURCHASER, in the event of the acceptance thereof by the SELLER, constitutes the entire contract between them and that no other conditions, stipulations, warranties nor representations whatsoever, have been made by either party or that party's agent, other than as specifically included herein.

19. If the PURCHASER signs this agreement as trustee or agent for a company or close corporation to be formed, the PURCHASER will personally be regarded as purchaser in terms of this agreement, unless the said company or close corporation is formed and ratifies this agreement within 30 (thirty) days after the SELLER has signed this agreement. In this case, the PURCHASER will be bound in favour of the SELLER as surety and co-principal debtor with such company or close corporation, jointly and severally, for the performance by it of all of its obligations as purchaser in terms of this agreement.

20. The SELLER shall obtain, at his cost, the required Certificate of Compliance as mentioned in regulation 3 promulgated in terms of the Machinery and Occupational :Safety Act 1983 (Act 6 of 1983) and deliver the said Certificate of Compliance to the purchaser's attorney within 14 (fourteen) days from date hereof. If the electrical installation on the premises is faulty, the SELLER shall, at his cost, repair the electrical installation in order to provide the required Certificate of Compliance to the PURCHASER.

21. This offer is irrevocable until noon on ..... whereafter it shall be deemed to have lapsed and is binding upon acceptance at any time prior thereto irrespective of notification of acceptance to the PURCHASER.

22. **SPECIAL CONDITIONS:**

.....  
.....  
.....  
.....  
.....  
.....

23. **PURCHASER's COOLING-OFF RIGHT**

23.1 The PURCHASER has the right to terminate this contract providing the selling price does not exceed R250 000.00 (TWO HUNDRED AND FIFTY THOUSAND RAND) subject to the following conditions:

23.2 Section 29(a) of the Alienation of Land Act No 68 of 1981 applies to this Agreement. Accordingly, notwithstanding any other Clause in this Agreement, the Purchaser has the right to revoke this Offer or terminate this Agreement by written notice to be delivered to the SELLER or his/her Agent, within 5 (Five) working days after signature of this Agreement,

therefore, on or before midnight on .....(date). Such notice will have no effect unless it is signed by the PURCHASER or his/her Agent acting on his/her written authority, identifies this Offer or Agreement as the Offer or Agreement which is being revoked or terminated, as the case may be and is unconditional.

24. The PURCHASER hereby declares that the agent mentioned in this Offer to Purchase is the effective cause of the sale and should any other estate agency or agent institute a claim to any commission after payment of such commission as mentioned in this contract against the SELLER and should they be able to prove that they were the effective cause of the sale, the PURCHASER indemnifies the SELLER against any such claim or claims as well as all costs relating thereto.

SIGNED AT ..... this..... day of .....20.....

PURCHASER..... WITNESS .....

25. **ACCEPTANCE**

I, the undersigned .....(SELLER)  
being the registered owner of the abovementioned UNIT, hereby accept the offer at the purchase price mentioned in Clause 3  
and I furthermore acknowledge hereby that ..... is acting as my agent in this transaction  
and irrevocably appoints as my attorneys..... to accept the Purchase Price, redeem  
all current bonds over the UNIT and to pay commission amounting to R .....  
out of the first available cash. I further instruct such attorney to effect registration of the unit in the name of the PURCHASER.

The aforementioned commission shall be deemed to have been earned upon the signature of this Offer to Purchase by both parties and the subsequent fulfilment of clauses 3 (b), 10 (a) and 23.

SIGNED AT ..... this..... day of .....20.....

SELLER..... WITNESS .....

**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

**R**