

# OFFER TO PURCHASE which upon acceptance shall constitute an AGREEMENT OF SALE

between

\_\_\_\_\_ I D NO: \_\_\_\_\_

\_\_\_\_\_ I D NO: \_\_\_\_\_

("the sellers")MARITAL STATUS:

And

\_\_\_\_\_ I D NO: \_\_\_\_\_

\_\_\_\_\_ I D NO: \_\_\_\_\_

("the purchasers")MARITAL STATUS:

1           **PROPERTY**  
 The     seller     sells     to     the     purchaser     who     purchases     ERF

\_\_\_\_\_

\_\_\_\_\_

together with improvements thereon of a permanent nature ("the property") being \_\_\_\_\_.

2           **PURCHASE PRICE**  
 The purchase price is R \_\_\_\_\_

\_\_\_\_\_

payable by the Purchaser to the Seller upon registration of transfer. The Purchaser shall upon signature hereof make payment of the deposit in the sum of R\_\_\_\_\_ and the balance shall be paid within 60 (sixty) days of date of signature hereof.

3           **RISK**

3.1                   From the date of occupation-

3.1.1                   all the benefits and risks of ownership of the property shall pass to the purchaser;

3.1.2                   the seller shall be liable for all rates and taxes and other imposts levied on the property.

4           **VOETSTOOTS**

4.1                   The property is sold "voetstoots" without warranties, express or implied. The seller shall not be liable for any defects, latent or otherwise or for any damage occasioned by such defects.

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4.2 The property is sold subject to all the conditions, burdens and servitudes referred to in the title deeds of the property and to all such other conditions, burdens and servitudes which may exist in regard thereto.

4.3 The purchaser is deemed to be acquainted with the nature, condition, beacons, extent and locality of the property, the seller and the seller's agents being entirely free from all liability in respect thereof.

4.4 The seller shall not be liable for any deficiency in the extent of the property which may be revealed on any resurvey, nor shall the seller benefit by any excess.

**5 BREACH**

5.1 If either party commits any breach of this sale and fails to remedy such breach within seven days after the written notice requiring the breaching party to remedy the breach, then the other party shall be entitled either –

5.1.1 to cancel this sale by written notice to the breaching party. The cancellation shall be deemed to take effect on the date of posting the notice by prepaid registered post or;

5.1.2 to enforce this agreement;

and in either event to recover such amounts (whether by way of damages or otherwise) as may have become due as a result of such breach of contract.

5.2 The breaching party shall make payment of the Estate Agents commission.

**6 GENERAL**

6.1 No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

6.2 No indulgence which the seller may grant to the purchaser shall constitute a waiver of any of the rights of the seller who shall not thereby be precluded from exercising any rights against the purchaser which may have arisen in the past or which might arise in the future.

**7 DOMICILIUM AND NOTICES**

7.1 The parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement, as follows –  
the seller:  
the purchaser

**8 POSSESSION AND OCCUPATION**

8.1 Possession and occupation of the property shall be given to the Purchaser on \_\_\_\_\_ . From such date of which all benefits and risks of



ownership in respect of the property shall pass to the Purchaser including liability for any rates and taxes and other imposts paid out prior to the said date of possession for any periods subsequent thereto, such amounts shall be refunded proportionately in accordance with the above.

8.2 Occupational rental in a sum of R\_\_\_\_\_ per month shall be paid by the Purchaser to the Seller prior to registration of transfer.

9 **WHOLE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and save and except for what is stated herein, there are no other terms, conditions, undertakings, promise or warranties of any nature whatsoever regulating the parties' relationship.

10 **ESTATE AGENTS COMMISSION**

The Seller agrees that the Agents Commission payable to \_\_\_\_\_ is the sum of R\_\_\_\_\_

11 **CONVEYANCERS**

The parties mutually agree that the transferring Attorneys shall be COOVADIA ATTORNEYS.

12 **COOLING OFF PERIOD**

Should the purchaser be entitled to exercise a right to cancel this agreement within a period of 5 (five) days from date of acceptance of this agreement, then he may elect to do so and the *status quo ante* must be restored by both parties accordingly.

13 **TRANSFER COSTS**

The Purchaser shall upon demand by the Conveyancers make payment of the Transfer Costs required to effect transfer.

14 **SPECIAL CONDITIONS**

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

Signed at \_\_\_\_\_ on \_\_\_\_\_

1 \_\_\_\_\_

2 \_\_\_\_\_

**SELLER**

Signed at \_\_\_\_\_ on \_\_\_\_\_

1 \_\_\_\_\_

2 \_\_\_\_\_

**PURCHASER**

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