

**OFFER TO PURCHASE (deemed to be a binding sale agreement upon acceptance) between**

\_\_\_\_\_

**(the Purchaser)**  
and

\_\_\_\_\_

**(the Seller)**

**1. DEFINITIONS**

In this agreement, unless the context clearly states the contrary, the following words, phrases, expressions shall have the respective meanings assigned to them hereunder, singular including the plural, reference to male including female:

1.1. the Seller shall mean \_\_\_\_\_

1.2. the Purchaser shall mean \_\_\_\_\_

1.3. the Property shall mean the vacant immovable sectional Title property / vacant land / freehold property registered in the name of the Seller, described as:

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

1.4. the conveyancers shall mean Sibran & Sibran Attorneys, Suite 102 Aldrovande Palace, 6 Jubilee Grove, Umhlanga Ridge.

1.5. the date of possession shall mean the earlier of the date of transfer of the property into the name of the Purchasers or date of occupation.

1.6. the occupation date shall mean the earlier of the date of transfer of the property into the name of the Purchasers or date of occupation.

1.7. headings to clauses shall be deemed to have been included for convenience only and shall not affect the interpretation of this agreement.

## 2. **SALE OF PROPERTY**

Subject to the terms and conditions contained herein, the Seller hereby sells to the Purchaser who hereby purchases the property from the Seller.

## 3. **PURCHASE PRICE**

3.1 The purchase price of the Property is the sum of

R\_\_\_\_\_

3.2 The purchase price is to be secured as follows:

3.2.1 A deposit of R\_\_\_\_\_ will be paid by the purchaser.

3.2.2 The balance to be secured by mortgage bond.

## 4. **SUSPENSIVE CONDITIONS:**

4.1. The sale shall be subject to the Purchaser acquiring a Mortgage Bond for the purchase price or balance of the purchase price within 10 working days of signature hereof. An extension for the acquisition of the bond may be granted by the Seller.

5. **OCCUPATION AND POSSESSION:**

5.1. The Seller shall give vacant occupation and possession of the property to the Purchaser on registration of transfer, and will levy occupational rental in the amount of R\_\_\_\_\_ should occupation be granted prior to the date of registration of transfer.

5.2 Should occupation of the property be given prior to the registration of the transfer then such date shall be \_\_\_\_\_.

6 **RISK:**

6.1 Risk in and to the property and all benefits shall pass to the Purchaser on the earlier of either the registration of the transfer or date of occupation.

7 **CONVEYANCING & TRANSFER COSTS:**

7.1 The Conveyancers shall ensure the registration of the transfer upon all relevant conditions as set out in this document having been fulfilled.

7.2 The Seller and Purchaser must immediately and on request provide all information and sign all documents in order to ensure registration of the property.

7.3 The Conveyancers nominated to attend to the transfer of the property shall be Sibran & Sibran Attorneys & Conveyancers, Suite 102 Aldrovande Palace, 6 Jubilee Grove, Umhlanga Ridge.

7.4 The Purchaser shall be liable for all costs of transfer and are to pay such transfer cost immediately upon request.

8. **RATES ASSESSMENT (AND LEVIES IF SECTIONAL TITLE):**

8.1. The Seller' liability for all rates and taxes and levies(if sectional title) on the Property shall continue until the date of transfer whereupon liability for such charges shall pass to the Purchaser.

- 8.2 Any payments made by the Seller in advance shall be adjusted between the parties by the Conveyancers ,and the Purchaser shall refund or pay their portion of rates and taxes and levies(if sectional title) due upon written request by the Conveyancers.

## 9. **INSPECTIONS AND CERTIFICATES**

- 9.1 Entomology: The Seller shall at their expense, provide the Purchaser with certificate issued by an SA Pest Control Association approved entomologist dated not earlier than the date of this agreement, to the effect that there is no visible evidence of timber-destroying insects in the buildings on the property, that in the entomologists opinion should be treated. Should there be any such evidence, the Seller shall at their expense within 15 days of such report, contract with a qualified person to carry out the work necessary to enable the entomologist to issue the certificate.
- 9.2. Electrical: The Seller shall, at their expense, furnish a valid Certificate of Compliance dated not earlier than the date of this agreement, from an accredited person in respect of all the electrical installations made on the property, in accordance with the requirements of the Electrical Installations Regulations made under the Occupational Health and Safety Act, 85 of 1993.

## 10 **VOETSTOOTS:**

- 10.1 The Purchaser acknowledges:
- 10.1.1 that the Property is sold and purchased "voetstoots" as it stands, any difference as to quantity, description or otherwise notwithstanding. The Purchaser further acknowledges having made himself/herself fully acquainted with the Property, its nature, extent and locality and purchases it with all defects latent and patent, the Seller being entirely free from all liability;
- 10.1.2 that the property is sold subject to all conditions of title as per the Title Deed.

**11. NOTICES AND ADDRESSES FOR SERVICE:**

11.1. Unless otherwise specified any notice or communication in terms of this agreement :

11.1.1. must be in writing to be effective:

11.1.2. must be sent by hand or registered post to physical address which the parties select as their respective domicilium citandi et executandi:

The Purchaser: \_\_\_\_\_

The Seller: \_\_\_\_\_

**12. DEFAULT:**

12.1 In the event of any payment in respect of the purchase price, interest or other charges for which the Purchaser is liable hereunder, or any obligation imposed on the Purchaser remaining unpaid or unfulfilled for a period of seven (7) days after due notice in writing has been given by the Seller or the Conveyancers to the Purchaser to make such payments or remedy such breach, the Seller shall at their option be entitled to either:

12.1.1. sue for specific performance; or

12.1.2. cancel this agreement; or

12.1.3 grant an extension to remedy same.

**13. DEPOSIT**

The Purchaser shall pay any deposit as follows:

Name of account: Sibran & Sibran Attorneys Trust Account

Bank name: First National Bank

Account number: 62133596025

Branch code: 220629

Type: Cheque

Reference: \_\_\_\_\_

Suite 102 Aldrovande Palace, 6 Jubilee Grove, Umhlanga Ridge (Entrance on Millennium Boulevard)  
Telephone: 031 566 3563 Fax: 086 614 8862 Email: [Info@sibran.co.za](mailto:Info@sibran.co.za) Website: [www.sibran.co.za](http://www.sibran.co.za)

14. **AGENTS COMMISSION**

No estate agents commission shall be payable. The parties hereby confirm that no estate agent was involved in introducing, negotiating or finalizing the sale of this property.

15. **MISCELLANEOUS LEGAL PROVISIONS**

15.1. This is the whole agreement between the parties containing all of the express provisions agreed on by the parties with regard to the subject matter hereof.

15.2. No party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded herein.

15.3. No agreement varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this agreement shall be effective unless in writing and signed by or on behalf of the parties.

15.4. No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a signed written waiver) and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.

15.5. No party may cede, delegate, assign or sub-contract any of its rights or obligations in terms of this agreement without the prior written consent of the other parties.

Dated and signed by the SELLER/S at Durban on this \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_  
**SIGNATURE (SELLER):**

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**AS WITNESSES:**

1. \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE (SELLER):**

**AS WITNESSES:**

1. \_\_\_\_\_ 2. \_\_\_\_\_

Dated and signed by the PURCHASER/S at Durban on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
**SIGNATURE PURCHASER**

**AS WITNESSES:**

1. \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE PURCHASER**

**AS WITNESSES:**

1. \_\_\_\_\_ 2. \_\_\_\_\_

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