
Offer to Purchase

which constitutes a

DEED OF SALE

when accepted

I/We the undersigned,

PURCHASER (1)

| | |
|------------------|--|
| Name And Surname | |
| Identity Number | |
| Marital Status | |
| Physical Address | |
| Postal Address | |
| E-mail Address | |
| Telephone Number | |

PURCHASER (2)

| | |
|------------------|--|
| Name And Surname | |
| Identity Number | |
| Marital Status | |
| Physical Address | |
| Postal Address | |
| E-mail Address | |
| Telephone Number | |

(hereinafter called "**the Purchasers**")

hereby Offer to Purchase from

SELLER

| | |
|------------------|--|
| Name And Surname | |
| Identity Number | |
| Marital Status | |
| Physical Address | |
| Postal Address | |
| E-mail Address | |
| Telephone Number | |

(hereinafter called "**the Seller**")

the following property, namely *(fill in full description and physical address including ext.):*

| |
|--|
| |
|--|

(hereinafter called "**the Property**")

on the following terms and conditions:

1. ACCEPTANCE.

This offer shall become a final and binding sale upon acceptance hereof by the Seller on or before:

| | |
|------------|-----------------------------------|
| _____ p.m. | on the _____ day of _____ 20_____ |
|------------|-----------------------------------|

Acceptance of this Offer by the Seller shall be effected by the Seller signing one copy of this agreement and, before the date and time mentioned above, either by handing, posting or e-mailing such copy of the Agreement to the Agent/Purchaser, addressed to him at the address appearing beneath his name at the commencement hereof.

2. PURCHASE PRICE. *note* VAT is only applicable if the seller is registered as a vendor under the VAT Act.

The purchase price is the sum of

| | |
|----------------|---------|
| R | (_____) |
| Inclusive | |
| Exclusive | |
| Not Applicable | |

of Value Added Tax (VAT) payable by the Purchaser to the Seller as follows:

2.1 Deposit,

| | |
|---------------------------------------|---------|
| R | (_____) |
| payable on _____ day of _____ 20_____ | |

to the Seller's Conveyancer, to be held in a trust account which constitutes an interest bearing account for the benefit of the Purchaser until registration of transfer.

2.2 Balance,

| | |
|---|---------|
| R | (_____) |
| payable on date of registration of transfer of property | |

to be secured by an approved bank guarantee made payable to the Seller

or his nominee and which shall be in the form stipulated by the Seller's Conveyancer.

or

- 2.3 Full purchase price, as stipulated above, to be secured by an approved bank guarantee made payable to the Seller's Conveyancer, to be held in trust account in an interest bearing account for the benefit of the Purchaser until registration of transfer, payable within

| |
|--|
| _____ days of request by the Seller's Conveyancer. |
|--|

- 2.4 Payments to be made to (account information):

| |
|--|
| |
|--|

3. MORTGAGE BOND.

This Agreement is subject to the Purchaser's application for a loan quotation against security of a bond to be registered over the property which is to be approved by a Bank or other Registered Financial Institution on its standard terms and conditions for an amount of no less than

| | |
|---------------------------------|-----------|
| R | (_____) |
| By no later than _____ 20 _____ | |

or such extended period as the parties may agree to in writing. Such loan shall be applied for forthwith by the Purchaser.

Approval must be confirmed in writing by a Registered Bank or Financial Institution by no later than the date as aforesaid. This condition will be deemed to have been fulfilled on receipt of written advice from the relevant Bank to the Purchaser, confirming that the bond has been granted on receipt of a quotation by the Purchaser stating that the Bank is prepared to grant a loan to the Purchaser on its usual terms and conditions applicable to mortgage loans.

Should the loan/bond not be granted within the period as stipulated above, both parties hereby agree, at the sole discretion of the Seller, to a thirty day extension of time to facilitate the obtaining of the quote.

Should the loan be granted for a lesser amount, the Purchaser reserves the right to accept the lesser amount granted and this condition shall be deemed to be fulfilled.

The Purchaser acknowledges being aware of the National Credit Act. 34 of 2005 and acknowledges that there are charges to be borne for the granting of credit.

In the event of the aforesaid Bond not being granted within the period stipulated above or within such extended time period as the parties may have agreed to in writing, then and in such event this Agreement shall lapse and shall have no force and effect and the Seller shall be obliged to refund to the Purchaser together with interest all monies paid by the Purchaser hereunder in reduction of the purchase price.

4. COSTS OF TRANSFER.

| | |
|----------------------------------|--|
| VAT Transaction | |
| Transfer Duty Transaction | |

The Purchaser shall pay all VAT related costs or transfer costs incurred in respect of the registration of transfer of the property, including Transfer Duty and Stamp Duty, if any, and the costs of this Deed of Sale, which amounts shall be paid immediately upon request of the Seller's Attorneys, being:

5. TRANSFER.

Transfer of the property shall be passed by the Seller's Conveyancer and shall be given and taken upon the Purchaser having complied with his obligation in terms of Clauses 2; 3 & 4 hereof.

6. POSSESSION.

Possession and vacant occupation of the property shall be given to the Purchaser on:

| | | |
|----------------------|----|--|
| Date of Registration | or | |
|----------------------|----|--|

from which date it shall be at the sole risk, loss or profit of the Purchaser and from which date the Purchaser shall be liable for payment of all Rates and Taxes, Insurance Premiums and other charges in respect of the property. The Purchaser shall refund to the Seller any such monies which may have been paid in advance beyond such date.

7. RATES AND TAXES.

The Purchaser shall be liable for the payment of all Rates, Taxes, Insurance Premiums and other charges in respect of the property beyond the date of possession as set out in Clause 6 hereof and shall refund to the Seller any such monies which may have been paid in advance beyond such date.

8. VOETSTOOTS.

The Property is sold as described in the existing title deed or deeds thereof, and subject to all conditions and servitudes (if any) attaching thereto or mentioned or referred to in the said title deeds or prior deed. The Seller shall not be liable for any deficiency in extent which may be revealed on any re-survey, nor shall the Seller benefit by any surplus in extent.

9. WARRANTIES.

The property is sold "voetstoots" and as it stands, the Seller giving no warranty in regard to the buildings and any improvements upon the property or the rights attaching thereto. The Seller shall not be liable for any defects in the property, either latent or patent.

The Seller shall not be required to indicate to the Purchaser the position of the beacons or pegs upon the property and/or boundaries thereof, nor shall the Seller be liable for the costs of locating the same.

10. OCCUPATIONAL RENTAL.

If the date of occupation and possession does not coincide with the date of transfer, the party enjoying occupation and possession of the property while it is

registered in the name of the other party, shall in consideration thereof and for the period of such occupation, pay to the other party occupational rental of

| | | |
|---------------|----|---|
| R_____ /month | or | a pro rata share thereof for any portion of a month |
|---------------|----|---|

from the date of occupation to the date of registration of transfer.

11. BREACH.

11.1. In the event of the Purchaser failing to fulfill on due date any of the terms and conditions of this Deed of Sale, the Seller shall have the right either;

11.1.1. To cancel the sale by registered letter addressed to the Purchaser, in which event the Purchaser shall, at the option of the Seller, and without prejudice to any other rights which the Seller may have, either forfeit all monies paid to the Seller or his agent in terms hereof or alternatively be liable to the Seller in damages. In the latter event the Seller shall be entitled to withhold any monies repayable to the Purchaser until his damages have been determined and then to apply set off against such damages; or

11.1.2. To claim immediate payment of the whole of the purchase price and the fulfillment of all the terms and conditions hereof.

11.2. In the event of the Seller failing to fulfill on due date any of the terms and conditions of this Deed of Sale, the Purchaser shall have the right either;

11.2.1. To cancel the sale by registered letter addressed to the Seller and to recover from the Seller such damages as he may have suffered; or

11.2.2. To claim the immediate fulfillment of all the terms and conditions hereof.

12. AGENTS COMMISSION.

The Seller undertakes to pay commission in the amount of

| | |
|---|-----------|
| R | (_____) |
|---|-----------|

| | | | | | |
|--|------------------|--|------------------|--|--------------------|
| | Inclusive of VAT | | Exclusive of VAT | | VAT not applicable |
|--|------------------|--|------------------|--|--------------------|

to **Eco Prop (Pty) Ltd t/a Soul Properties (hereinafter called “Soul Properties”)** for their efforts in fulfilling this Agreement between the Purchaser and the Seller.

12.1. The parties admit and agree irrevocably that **Soul Properties** were the sole and effective cause for the conclusion of this Agreement.

12.2. Should this Agreement be conditional, the parties hereto agree and undertake to do all that is possible and as is required of them to comply with such conditions so that the agreement becomes unconditional and that the commission will then immediately become payable.

12.3. Should the Agreement be cancelled by the parties, be it unilateral or by agreement it will be regarded that all conditions have effectively been complied with by the parties and that the commission shall be payable immediately.

12.4. The Seller authorizes his attorneys to pay the commission to **Soul Properties** from the deposit or purchase price immediately upon payment of the same or should the Agreement be conditional, then immediately upon compliance with all such conditions.

12.5. Should the Agreement be cancelled or transfer not be affected due to the default of the Purchaser to comply with his obligations in terms hereof, then the Purchaser will become responsible to pay commission to **Soul Properties**.

12.6. Should the Agreement be cancelled or transfer not be affected due to any default by the Seller, then and in such event the Seller remains responsible towards **Soul Properties** for the payment of the commission. Stipulations as set out in clause 11 hereof are intended by the Seller and

the Purchaser to form a contract in favour of **Soul Properties** which may be enforced by them, and it is agreed that **Soul Properties** accepts the benefits herein by the signature of their agent hereunder.

13. VARIATION.

This Deed of Sale constitutes the entire Agreement between the parties and no modification, variation or alteration thereto shall be valid unless in writing and signed by both parties hereto.

14. WAIVER.

Notwithstanding any expressed or implied provision of this Deed of Sale to the contrary, any latitude or extension of time which may be allowed by the Seller in respect of any matter or thing that the Purchaser is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the Seller's rights at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

15. DOMICILIA CITANDI ET EXECUTANDI.

It is agreed by the parties that they each select their respective addresses herein before set out as their respective address to which all notices or of their documents in relation to these presents may be sent and at which all processes may be served.

16. INTERPRETATION.

In this Agreement, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and references to natural persons shall include bodies corporate, legal persona and trusts and vice versa.

17. ELECTRICAL CERTIFICATE.

The Seller shall, prior to registration of transfer, furnish the Attorneys with a valid "Electrical Certificate of Compliance" (as prescribed by law) covering the property. All expenses incurred in meeting the criteria for the issue of such certificate, including the certificate itself, shall be borne by the Seller.

The Seller furthermore warrants to the Purchaser that to the best of his

knowledge and belief there has been no addition or alteration to the electrical installation on the property since the issue of such certificate. Upon the Seller furnishing the said "Electrical Certificate of Compliance", the Purchaser shall have no claim whatsoever against the Seller and no further liability in this regard shall rest upon the Seller.

18. INFESTATION. *Applicable only to Properties situated in Western and Eastern Cape Province and KwaZulu Natal*

18.1. If so required by the Purchaser in writing within 21 (twenty-one) days of signature hereof, the Seller shall at his expense have the buildings on the property inspected by an entomologist within a period of 21 (twenty-one) days from the date of receipt of such request.

18.2. If it is discovered within the latter 21 (twenty-one) day period, that there is or has been any infestation by timber destroying or boring insects or that any timber has been infected by either *hylotrupes bajulus* or *exypleuris nodierie*, the Seller shall have the buildings on the Property treated and rendered free from infestation.

18.3. The Seller shall prior to the registration of transfer of the land into the name of the Purchaser furnish the Purchaser with a Certificate from the said entomologist to the effect that the buildings are free from infestation.

19. PURCHASER A COMPANY/CLOSE CORPORATION/TRUST.

19.1. Should the Purchaser be a company, close corporation or trust, the person/s signing this offer on behalf of the Purchaser warrants that he/she/they are duly authorized to sign this document, and hereby interpose and bind himself/herself/themselves as surety for and co-principal debtor with the Purchaser for the due and proper discharge of all the Purchaser's obligations arising from this agreement, including the Purchaser's liability for damages if this agreement is cancelled as a result of the Purchaser's breach. In the event of the Seller granting any extensions of time or indulgences to the Purchaser, such extensions of time or indulgences shall not constitute a waiver of the surety's obligations

which shall always remain of full force and effect.

19.2. A person signing this offer as nominee for a company to be formed, or a close corporation or a trust already formed, shall be personally liable as purchaser under this agreement unless the company is formed and adopts and ratifies the terms of the agreement within 30 (thirty) days of acceptance by the Seller, or in the event of the close corporation, trust not adopting and ratifying the terms of this agreement also within 30 (thirty) days of acceptance by the Seller, the nominee shall be personally bound as purchaser and shall be obliged to carry out the Purchaser's obligations in terms of this agreement.

20. SELLER MARRIED IN COMMUNITY OF PROPERTY.

In the event of the Seller being married in community of property, then the Seller's spouse by virtue of such spouse's signature hereto consents to the sale.

21. COOLING OFF PERIOD.

In the event of the Purchaser being a natural person who has not reserved the right to appoint a Nominee and where the Property herein purchased is a residential property at a price of R250 000.00 or less, the attention of the Purchaser is drawn to the Purchaser's rights in terms of Section 29A of the Alienation of Land Act 68 of 1981 (as amended) to revoke this offer or terminate any Sale Agreement concluded as a result of this offer by written notice delivered to the Seller or the Seller's agent within a period of 5 (five) days calculated from and including the day after signature hereof by the Purchaser, but excluding Saturdays and Public Holidays.

22. HOMEOWNERS ASSOCIATIONS.

The purchasers are hereby advised of the existence of a HOMEOWNERS ASSOCIATION, and of the purchaser's future obligations toward such a HOMEOWNERS ASSOCIATION.

The Purchaser's Obligations:

22.1. The Purchaser acknowledges that he must become and remain a member of the Homeowners Association on the date of transfer of the property

into his name. The Purchaser agrees to conduct himself by and shall be bound by the Constitution and Rules of the HOMEOWNERS ASSOCIATION.

- 22.2. The Purchaser will be liable, from the date of registration of Transfer of the Property, to pay all contributions, levies and other costs as set out in the governing documents, owing to the HOMEOWNERS ASSOCIATION.

The Agent's Obligations:

- 22.3. The Agent may not sell the Property to any person unless he/she incorporates a provision in the Sale Agreement that any Purchaser of the Property acknowledges that he/she is aware of the HOMEOWNERS ASSOCIATION and that such Purchaser shall be obliged on receiving transfer of the Property, to become a Member of HOMEOWNERS ASSOCIATION and shall be subject to all the obligations of membership as set out in the constitution and Estate Rules.
- 22.4. The Agent may not sell the Property to any person/legal entity who has not bound himself to become a Member of the HOMEOWNERS ASSOCIATION with effect from the Date Of Registration of the Transfer of the Property into that entity's name, nor shall the Purchaser be entitled to transfer the Property unless and until he/she has received from the HOMEOWNERS ASSOCIATION, a clearance certificate stating that all amounts owing by the Seller to the HOMEOWNERS ASSOCIATION have been paid, in full, and all Rules and regulations of the HOMEOWNERS ASSOCIATION have been complied with and that the new Purchaser has bound himself to the Constitution, Estate rules and Architectural Guidelines.

23. SPECIAL CONDITIONS.

| |
|--|
| |
| |
| |
| |

24. SUSPENSIVE CONDITIONS.

| |
|--|
| |
| |
| |
| |



SIGNED by the **PURCHASERS**

at _____ on the _____ day of _____ 20__

| | |
|-----------|--------------|
| PURCHASER | CO-PURCHASER |
|-----------|--------------|

| | |
|------------|------------|
| AS WITNESS | AS WITNESS |
|------------|------------|

ACCEPTED by the **SELLER**

at _____ on the _____ day of _____ 20__

| | |
|--------|--|
| SELLER | CO-SELLER <i>(Signature of Seller's Spouse if married in community of property)</i> |
|--------|--|

| | |
|------------|------------|
| AS WITNESS | AS WITNESS |
|------------|------------|

SIGNED by the **AGENT**

| |
|-------|
| AGENT |
|-------|

| PARTICULARS OF PURCHASER FOR SALE AGREEMENT | |
|--|--|
| FULL NAME OF PURCHASER | |
| PURCHASER'S ID NUMBER | |
| MARITAL STATUS | UNMARRIED / MARRIED IN COM / MARRIED ANC / OTHER |
| SPOUSE'S FULL NAMES | |
| SPOUSE'S IDENTITY NUMBER | |
| NAME OF CONTACT PERSON | |
| PHYSICAL ADDRESS | |
| POSTAL ADDRESS | |
| E-MAIL ADDRESS | |
| TELEPHONE NUMBER | |
| PARTICULARS OF SELLER FOR SALE AGREEMENT | |
| FULL NAME OF SELLER | |
| SELLER 'S ID NUMBER | |
| MARITAL STATUS | UNMARRIED / MARRIED IN COM / MARRIED ANC / OTHER |
| SPOUSE'S FULL NAMES | |
| SPOUSE'S IDENTITY NUMBER | |
| NAME OF CONTACT PERSON | |
| PHYSICAL ADDRESS | |
| POSTAL ADDRESS | |



| | |
|--------------------------|--|
| E-MAIL ADDRESS | |
| TELEPHONE NUMBER | |
| FAX NUMBER | |
| PRESENT BOND HOLDER | |
| BOND ACCOUNT NO. | |
| WHERE IS TITLE DEED HELD | |

You are making a Smart Move.

Sign, Scan and Email to:

naomi@soulproperties.co.za

or

riaan@soulproperties.co.za