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REGISTRATION NO: 2008/166693/23

P.O. BOX 11272, CENTURION, PRETORIA, 0046

OFFER TO PURCHASE

PURCHASERS:

1. _____
2. _____

SELLERS:

1. _____
2. _____

PROPERTY TYPE: _____

PROPERTY ADDRESS

Contract No:.....

AGENT: _____

OFFER TO PURCHASE

PURCHASER

Full names: _____

Identity number : _____

Marital status : Married in / out of community of property / Single _____

Spouse's full names : _____

Spouse's identity number : _____

Physical address : _____

Postal address : _____

Tel no : (W) _____ (H) _____

Fax : _____ (Cell) _____

(Hereinafter referred to as the "BUYER")

CO-PURCHASER

Full names : _____

Identity number : _____

Marital status : Married in / out of community of property / Single _____

Spouse's full names : _____

Spouse's identity number : _____

Physical address : _____

Postal address : _____

Tel no : (W) _____ (H) _____

Fax : _____ (Cell) _____

(Hereinafter referred to as the "BUYER")

SELLER

Full names : _____

Identity number : _____

Marital status : Married in / out of community of property / Single _____

Spouse's full names : _____

Spouse's identity number : _____

Physical address : _____

Postal address : _____

Tel no : (W) _____ (H) _____

Fax : _____ (Cell) _____

Email _____

Bond Holder _____

Bond Account Number _____

CO SELLER:

Full names : _____

Identity number : _____

Marital status : Married in / out of community of property / Single _____

Spouse's full names : _____

Spouse's identity number : _____

Physical address : _____

Postal address : _____

Tel no : (W) _____ (H) _____

Fax : _____ (Cell) _____

Email _____

Bond Holder _____

Bond Account Number _____

(Hereinafter referred to as the "SELLER/S")

PROPERTY SOLD HEREWITH

FULL TITLE

Street _____ NO _____

Township/Suburb _____ City _____

Erf/Stand NO _____

SECTIONAL TITLE

Street _____ NO _____

Township/Suburb _____ City _____

Erf/Stand NO _____

Complex/Flat Name _____

Door No _____ Sectional title no _____

Unit No _____ Garage No _____ Carport No. _____

Corporate Body _____

Corporate Body Tel No _____ Parking No _____

COMMERCIAL – FULL PROPERTY DESCRIPTION

1. PURCHASE PRICE AND PAYMENT

The Purchase Price of the property is the sum R_____ (_____) payable as follows:

- 1.1. R_____ (_____) deposit within _____ days of acceptance of this offer by the Seller(s) to be deposited with the transferring attorneys, to be held in trust pending registration of transfer. The transferring attorney will deposit the same into an interest bearing account, interest accruing to the Purchaser.
- 1.2. Balance of R_____ shall be paid in full, free of exchange against registration of transfer into the name of the Purchaser for which purpose the purchaser shall deliver guarantees from one or more approved financial institutions, as requested by the seller or his nominee within _____ days after a quotation has been granted by a bank or other financial institution.
- 1.3. Full cash payment within _____ days of acceptance of this offer. Payment to be treated as per clause 1.1 above.

2. MORTGAGE BOND

- 2.1. The offer is made subject to the condition that the Purchaser(s) or the Seller(s), or the Agent on behalf of the Purchaser(s) is/are able to obtain approval in principle for a loan of R_____ (_____) within _____ days after acceptance of this offer.
- 2.2. The purchaser(s) confirm that he/they will be able to afford the monthly repayment of the said loan
- 2.3. The Purchaser(s) undertakes to, without delay, immediately supply the financial institution(s) with all such documents as may be required that may be necessary to procure the loan(s) and to comply and procure compliance with all the requirements of the lender
- 2.4. The agent is hereby irrevocably authorized, although not obliged, to lodge such application(s) as well as sign the necessary documents on behalf of the Purchaser(s). The Purchaser(s) similarly undertake(s) to provide the information and documentation required by the relevant financial institution(s) upon request.
- 2.5. The condition contained in clause 2.1 above, shall be deemed to have been fulfilled upon approval in principle of such loan(s) by any registered bank, notwithstanding the fact that such institution(s) may reserve the right to withdraw or rescind at any time from the loan(s) so approved for any reason whatsoever. The reason for withdrawal must be furnished at all times.
- 2.6. Should the loan/s be granted for a lesser amount the Purchaser can at his request deem the condition as fulfilled and will effect payment of a further deposit to secure the purchase price.

3. OCCUPATION

Occupation of the property shall be given to and taken by the Purchaser on _____. If the date of occupation does not coincide with the registration date, the party enjoying occupation while the Property is registered in the name of the other party, shall pay for the period of such occupation a rental of R_____ per month, payable monthly in advance to the transferring attorneys. Should this agreement be cancelled for any reason whatsoever it is agreed that no tenancy has been created by having taken occupation prior to the transfer and is it agreed that the Purchaser will vacate the Property within 7 days after cancellation.

4. RENTAL AGREEMENT

The Purchaser acknowledges having been informed if the Property is let to tenants and the Seller gives no warrant that the Purchaser will obtain physical occupation by any particular date. It is hereby recorded, if the Property is let to tenants, that occupation can only be given subject to the tenant's rights under the lease agreement which expires on _____ subject to _____ month's notice.

The seller confirms that proper notice of termination of lease has been given and in particular terminating on_

5. TRANSFER AND BOND COSTS

Transfer shall be passed and shall be preceded within a reasonable period after compliance with the conditions set out therein. The Seller and Purchaser undertake to sign all documents required to give effect to all terms hereof upon demand. In the event of the Conveyancer having to take any action over and above that usually required to effect normal transfer or in order to enforce any parties' rights in terms of this Agreement, the party against whom such action is taken shall pay any legal fees to the Conveyancers upon demand.

The Purchaser /Seller/ Agent shall be liable for all costs of transfer including Attorney's and Conveyancer's charges, stamp and other duties, Deeds Office levies and all other charges and disbursements relating thereto and insofar as payable, VAT on all or any portion of the transfer costs and charges, and shall deposit such costs with the Seller's conveyancer's upon demand but in any event by no later than the guarantee date.

Any shortfall shall be payable by the purchaser, unless same is caused due to a conduct of the seller.

6. COMMISSION

- 6.1. The parties confirm that _____(agent) of Nicopolis Real Estate was/were the effective cause of this agreement.
- 6.2. Agent's commission as per addendum on the total purchase price shall be paid by the Seller, which commission shall be deducted from the first cash available. It is agreed that should the Seller cancel this Agreement due to failure on the part of the Purchaser, to meet his obligations, that Purchaser shall be held responsible for paying the Agent's commission. Commission shall be deemed to have been earned upon fulfillment of the suspensive conditions herein.
- 6.3. The seller hereby irrevocably instructs the Seller's Conveyancers to pay the agent's commission and VAT calculated thereon, as a first charge against the proceeds of realization of the property on registration of transfer provided that prior to such payment the agent has produced to the Seller or the Seller's conveyancers a VAT invoice for such commission if the agent is a registered vendor in terms of the VAT act.
- 6.4. In the event of this sale being cancelled due to the Purchaser's breach or the Purchaser having unlawfully repudiated this contract or having failed to fulfill any obligation in terms hereof the Purchaser shall be deemed to be indebted to the agent in respect of the agent's commission. In such circumstances the agent shall have no claim for commission against the Seller, but this clause shall be construed as a stipulation for the benefit of the agent in giving rise to rights by the agent against the Purchaser.
- 6.5. The Purchaser hereby warrants that he/she/it was introduced to the property and/or the Seller by the agent who is the effective cause of the sale and that he/she/it was not introduced to the property or the Seller by any other agent in circumstances which give rise to any lawful claim by such agent against the Seller for commission. Insofar as is necessary the Purchaser hereby indemnifies and holds harmless the Seller against lawful claims by any other estate agent which may arise from the conclusion of this contract and which may amount to a breach of the warranty herein contained.
- 6.6. Hereto the signature of its authorized representative shall deem the agent to have accepted the benefits of this clause 6 and to have consented to Magistrate's Court jurisdiction as provided in clause 8.

7. BREACH OF CONTRACT

Should the Purchaser fail to comply with any of the terms in this agreement, the Seller should notify the Purchaser of such breach. This notification need not necessarily be in writing. Should purchaser fail to respond and rectify the breach within 7 (seven) days of such notice, the Seller shall be entitled without prejudice to any other rights he/she may have at law to:-

- 7.1. cancel this agreement without further notice and to keep any deposit in terms of Clause 1.1 less agent's commission as well as all other amounts paid by purchaser as "roukoop" or by way of penalty, or as liquidated damages, or as payment in respect of prejudice agreed upon as being suffered by the seller as a result of the purchaser's breach, over and above any further damages claimed;
- 7.2. enforce specific performance in terms thereof, including payment of the full balance of the purchase price and all other amounts owing in terms hereof, as well as any loses incurred by the Seller(s).

8. JURISDICTION

All parties to this Agreement agree to the jurisdiction of a Magistrate’s Court in respect of any proceeding which may arise

9. OWNERSHIP AND RISK:

Ownership and all risk of the property shall pass to the PURCHASER on date of registration of transfer, from which date the PURCHASER shall receive all benefits from and assume all risks in respect of the property and be liable for all rates and taxes payable to the Local Authority.

10. NATURAL PERSON

In the event of there being more than one party comprising the Purchaser, they will be liable jointly and severally and if the Purchaser is a legal persona the signatory hereby binds himself personally as surety and co-principal debtor for the fulfillment by the legal persona of all its obligations

11. DOMICILIUM AND NOTICES

Each party chooses his/their domicilium citandi et executandi his/their address as set out in the preamble hereto, at which addresses all notices and legal process pertaining to this agreement or any action arising therefrom may be factually delivered and served.

12. VOETSTOOTS CLAUSE

The property is sold as it is(voetsoots) and subject to any servitudes, terms and conditions as may be contained in the title deeds relating to the property. The Seller warrants that he is not aware of any latent defects other than disclosed herein if applicable : _____

13. COOLING-OFF CLAUSE

If the Purchase price of the property is less than R250 000,00 the Purchaser may, within 5 (five) working days (weekends and holidays excluded) of signature thereof, revoke his offer by way of an unconditional written notice to this effect delivered to the Seller and/or Agent.

14. BEACON

The Seller shall not be liable to point out any pegs of beacons with respect to the borders of the property. Neither be responsible for the payment of the costs of location thereof

15. ELECTRICITY CERTIFICATE

The seller shall at own expense deliver to the conveyancer within 7 days after fulfillment of all suspensive conditions, contained herein, a Certificate of Compliance as is contemplated in the Regulations of Act 6 of 1983 and undertake not to alter or tamper with the existing electrical installation after delivery of the said Certificate.

16. FIXTURES & FITTINGS

The said property is sold inclusive of all existing fixtures and fittings of permanent nature which the Seller warrants to be his exclusive property and fully paid for. Including the stove, electrical appliances, curtain rails

17. ENTIRE AGREEMENT

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.

18. AGENTS SELLING BOARD

The parties agree and consent hereto that the estate agent shall be entitled to display a "Sold" board on the premises sold herewith, for a period of one month after date of signature hereof.

19. CAPACITY OF PARTIES

If this agreement is signed by the Purchaser as a trustee or agent of a company or close corporation which is to be registered, the Purchaser will be deemed to have purchased the property in his personal capacity if this agreement is not confirmed by such company or close corporation within 30 (thirty) days after the date of signature of the agreement by the Seller.

If the agreement is confirmed by the company or close corporation, the Purchaser binds himself as surety and co-debtor in solidum together with such company or close corporation for the proper honouring by the company or close corporation of its obligations in terms of this agreement.

If any party to this agreement is a company or close corporation, the person who signs the agreement of behalf of such company or close corporation, guarantees that such company or close corporation was registered in terms of the relevant statutes, and such person will be liable personally as Purchaser or Seller in terms of this agreement of such a company or close corporation does not legally exist or is bound by this agreement or does not fulfil its obligations in terms of the agreement for whatever reason.

20. ACCEPTANCE

This offer must be accepted on or before _____ h00 on :_____/___/___ and shall be binding to both parties upon acceptance thereof. There shall be no obligation to the seller to notify the purchaser in writing of such acceptance.

21. OTHER CONDITIONS

22. TRANSFER ATTORNEY

Contact person _____
Tel No _____
Fax No _____

23. BOND ATTORNEY

Contact person _____
Tel No _____
Fax No _____

24. BOND ORIGINATOR

Contact person _____
Tel No _____
Fax No _____

ACCEPTANCE BY PURCHASER/S

Signed _____ on this _____ day of _____ 20__

PURCHASER _____ Witness (1) _____
Signature Signature

CO-PURCHASER _____ Witness (2) _____
Signature Signature

ACCEPTANCE BY SELLER/S

Signed _____ on this _____ day of _____ 20__

SELLER _____ Witness (1) _____
Signature Signature

CO-SELLER _____ Witness (2) _____
Signature Signature

ACCEPTANCE BY AGENCY

I/We accept the benefits hereof for and on behalf of the Agency.

ESTATE AGENT

PRINCIPAL

ADDENDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

----- (SELLER)

----- (CO-SELLER)

And

----- (PURCHASER)

----- (CO-PURCHASER)

WHEREAS THE PURCHASER BOUGHT FROM THE SELLER

----- (THE PROPERTY)

Subject to provision stipulated in abovementioned agreement, except, if it has been otherwise agreed in the addendum, the Purchaser and the Seller now agree as follows:

- 1. Net Payment to Seller(s) R_____
- 2. Payment to Purchaser(s) for improvements and reparations on the abovementioned property

R_____

- 3. Payment to:

3.1 The Seller acknowledges that he/she is indebted to **Nicopolis Real Estate(Estate Agent)** in the amount of R_____which amount shall be payable by the Seller on registration. If a deposit is payable the parties hereby agree that the **Transfer Attorneys** can pay the Agent’s commission to **Nicopolis Real Estate** from the deposit on receiving the deposit from the Purchaser.

3.2 The Agency will pay _____ R_____ in respect of Referreal or shared commission.

- 4. Payment to Attorneys in respect of transfer and bond fees R_____

THUS DONE AND SIGNED AT_____ ON THIS _____ DAY OF _____ 20__.

SELLER _____ Witness (1)_____

CO-SELLER _____ Witness (2) _____

ACCEPTANCE BY AGENCY

I/We accept the benefits hereof for and on behalf of the Agency.

ESTATE AGENT

PRINCIPAL