



OFFER TO PURCHASE - HOUSE

This is a written contract that sets out the terms and conditions of the sale of a house (Immovable property).

THE SELLER

Name & Surname: _____

ID Number: _____

Address: _____

Email: _____

Cellphone Number: _____

THE BUYER

Name & Surname: _____

ID Number: _____

Address: _____

(the address acts as the domicilium citandi et executandi)

Email: _____

Cellphone Number: _____

2. THE PROPERTY

The Seller sells the following immovable property to the Buyer, situated at:

Insert address: _____

3. SALE & PURCHASE

3.1. The Seller sells to the Purchaser, who agrees to purchase the immovable property.

3.2. The agreement is subject to the approval of a bond, by a financial institution, to the value of the agreed purchase price.

4. PURCHASE PRICE

4.1. The agreed purchase price is R __Insert amount__, __insert amount in words__

4.2. The purchase price must be paid upon registration of transfer.

5. TRANSFER & ATTORNEY COSTS

5.1. Transfer must be effected by a Conveyancer nominated by the Buyer, on __ of _____ 20__ of or as soon as reasonably possible.

5.2. The transfer will only proceed once the purchase price has been paid by the Buyer.

5.3. All costs associated with the transfer must be paid by the Buyer. This includes cost of transfer, transfer duty, legal fees, Deeds Office fees, and incidental expenses. These costs will be paid on demand of the Conveyancer.

6. POSSESSION

6.1. The Seller must give possession as well as vacant occupation to the Buyer, on the or as, __ of _____ 20__ soon as reasonably possible.

6.2. The Buyer will from this date, be entitled to all benefits from, and be liable for all risk of ownership of the property.

6.3. The Buyer will from this date become liable for payment of rates and taxes and all other charges or levies on the property.

6.4. The Seller must maintain any existing Homeowner's Insurance policy over the property, until the date of transfer and submit a claim under this policy for any damages to the Property occurred before the Transfer date.

7. VOETSTOOTS

7.1. The Property is sold "Voetstoots", in the condition it currently stands. The Seller has disclosed all defects that it's reasonably aware of, but will not be responsible for fixing any defects (latent or patent), and will not be responsible for providing any diagrams of the Property or for the correctness of the boundaries of beacons.

7.2. The Property is sold as described in the existing Title Deed, and subject to all conditions and servitudes attached thereto. The Property is also subject to the rights of any Municipal, Local or Provincial authority or the State.

7.3. The Buyer accepts the title as held by the Seller, who will not be liable for any deficiency in the extent which may be revealed on any re-survey nor will the Seller benefit by any possible surplus.

7.4. The Buyer had sufficient opportunity, to properly inspect the Property and satisfied with the condition of the Property.

8. CANCELLATION FOR BREACH

8.1. Should either the Seller or the Buyer breach the terms of this agreement, and fail to correct the breach within **7 (seven) days** of receiving written notice to do so, the aggrieved party may cancel the agreement by giving written notice. The aggrieved party will be entitled to sue for specific performance and/or damages.

8.2. If there is delay in registration of transfer, and the delay is caused by either the Seller or Buyer, the aggrieved party will be entitled to claim interest calculated on the purchase price at a rate of 16% per annum, calculated from the date on which the defaulting party receives notice to stop the delay, until the date that transfer takes place.

9. INTERPRETATION

9.1. In this agreement, unless the context indicates otherwise:

Signature refers to the date of the last signature to this agreement.

Transfer refers to the transfer of the property into the Buyer's name.

9.2. Heading have been added to the agreement for convenience only, and must not be taken into account when interpreting the terms and conditions.

9.3. The singular includes the plural and *vice versa*.

9.4. Reference to one gender, includes the other.

10. ENTIRE CONTRACT

10.1. This document contains all the terms and conditions agreed to by the Seller and Buyer.

10.2. No undertaking, warranty or representation not included in this document will be valid or have any effect, unless placed in writing, signed by both the Seller and Buyer, and attached to this document.

10.3. No changes to this agreement will be valid or have any effect, unless placed in writing, signed by both the Seller and Buyer and attached to this document.

10.4. No relaxation of terms or indulgence which one party may grant to the other, will in anyway operate as an estoppel against the former party, or deemed to be a waiver of rights, or in any other way limit, alter or prejudice those rights.

11. JURISDICTION OF MAGISTRATES COURT

The Seller and Buyer consent to the jurisdiction of the Magistrate's Court should any civil proceedings arise out of this agreement.

12. NO COMMISSION PAYABLE

No representation has been made to the Buyer on the Seller's behalf and no agent was involved in the conclusion of the sale. No agent's commission is payable to any person for the sale.

13. ELECTRICAL COMPLIANCE CERTIFICATE

The Seller must at its own expense, before transfer takes place, provide the Buyer with Certificate of Compliance issued by an electrical contractor in terms of the *Electrical Installations Regulation* No R2920 in the Government Gazette No 14350 dated 23 October 1992, and undertakes to repair any defect at its own cost, before the date of transfer.

14. ENTOMOLOGIST CERTIFICATE

14.1. The Seller must, if required by the financial institution approving the bond, or if legally required, and at its own expense, arrange for a Government approved Entomologist to inspect the property for the infestation of *Oxypleuris Nodieri* or *Hylotrupes Bajulus*.

14.2. If the property is indeed infested, the Seller must at its own expense replace any infested timber, with the preferred treated timber.

15. PLUMBING CERTIFICATE

15.1. If required by law, the Seller must at its own expense, before transfer, submit a Certificate from an accredited plumber to the Buyer and relevant Municipality, clarifying that the water supply to the Property conforms with the following requirements, or any other legally required:

15.1.1. The water installation conforms to the *National Building Regulations* and applicable By-laws

15.1.2. There are no defects that can cause water to run to waste

15.1.3. The water meter registers; and

15.1.4. There is no discharge or storm water into the sewer system

15.2. The Seller undertakes to submit the Certificate to the Municipality and furnish the transferring attorneys with proof of submission.

15.3. Should any corrective work be required as a precondition for the Certificate to be issued, the Seller must at its own expense ensure that such work is carried out.

16. GAS CERTIFICATE

16.1. The Seller must at its own expense, before transfer takes place, supply the Buyer with a Gas Certificate (no older than 2 years old) certifying that any gas installation on the property complies with the *Occupational Health & Safety Act*.

16.2 The Seller undertakes to submit the Certificate and furnish the transferring attorneys with proof of submission.

Signed at _____ on _____ of _____ 20____

The Seller _____ (*signature*)

Witness 1 _____ (*signature*)

Witness 2 _____ (*signature*)

The Buyer _____ (*signature*)

Witness 1 _____ (*signature*)

Witness 2 _____ (*signature*)

DISCLAIMER

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