



OFFER TO PURCHASE

THE PARTIES

To: _____

(hereinafter referred to as the "Seller")

Of: _____

e-mail: _____

(which address I/we hereby select as my/our domicilium citandi et executandi (place at which all notices can be served) for all purposes hereunder)

I/We, the undersigned _____

(hereinafter referred to as the "Purchaser")

Of: _____

e-mail: _____

(which address I/we hereby select as my/our domicilium citandi et executandi (place at which all notices can be served) for all purposes hereunder)

Hereby offer to purchase through "HOMES REAL ESTATE" _____ ("the Agent")

PROPERTY

Freehold Stand No _____ Township _____ Situated at _____

_____ together with all improvements thereon (hereinafter referred to as the "Property"), subject to all registered conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds of the said Property, and any registered lease thereon and to all such other conditions and servitudes which may exist in regard thereto, in the condition and to the extent such as it now lies (voetstoots), on the following terms and conditions:

ALTERNATIVELY:

Unit No: _____ as shown and more fully described on the Sectional Plan, with corresponding Door No. _____ in the sectional title scheme known as _____

Garage/Carport No _____ Stand No _____ Situated at Street _____

Township _____ and an undivided share in the common property in the scheme apportioned to the said section/s in accordance with the participation quota as endorsed on the sectional plan, together with the relevant exclusive use area/s allocated thereto, subject to all registered conditions and servitudes referred to in the sectional plan and the provisions of the schedule of rules and in the condition and to the extent such as it now lies (voetstoots), on the following terms and conditions:

1. PURCHASE PRICE

1.1 The purchase price is R _____
(_____)

payable as follows:

1.2 A cash deposit of R _____
(_____)

shall be paid to the Conveyancing Attorney trust account within _____ days of acceptance of this offer.

1.3 The balance of R _____
(_____)

shall be paid to the Seller upon registration of transfer of the property into the name of the Purchaser in cash against transfer, which payment shall be secured by means of a banker's or other approved guarantee within _____ days from date of:

1.3.1 granting (waiver) of the mortgage bond as recorded in 2.1 hereof; or

1.3.2 acceptance hereof; or

1.3.3 sale of purchaser's property, alternatively waiver of this suspensive condition, as recorded in clause 3 hereof.

- 1.4 This Agreement shall serve as the necessary authority for the Conveyancing Attorney to invest the Purchaser's funds paid in terms of this Agreement into an interest bearing account pending registration of transfer, interest to accrue to the Purchaser.
- 1.5 The Seller warrants that the purchase price is sufficient to cover the outstanding bond/s, Agents commission, rates and taxes, electricity, water and all imposts levied by the local authority and/or the applicable body corporate or home owners association (whichever applicable).
- 1.6 The Seller declares that he is not a registered vendor in terms of the Value Added Tax Act of 1991 (as amended).

2. BOND FINANCE

- 2.1 This sale is subject to the suspensive condition that the Purchaser is able to procure a loan / finance in the amount of not less than R _____
(_____)
within _____ days of signature hereof on the security of a mortgage bond/s to be registered over the Property by a recognised Bank and subject to the terms and conditions imposed by the financial institution at his expense.
- 2.2 Should the bond/s not be granted, both parties agree, at the sole election of the AGENT, to a 21 day extension of time to facilitate the obtaining of the mortgage bond/s. Should the bond/s be granted for a lesser amount upon the PURCHASER'S request, the suspensive condition shall be deemed to be fulfilled.
- 2.3 **Should the Purchaser not be granted the full amount of the mortgage bond that they have requested from the banking or lending institution, the purchaser states that he/she/they are able to secure the balance of the purchase price within the specified time stated in 2.1**
- 2.4 The Seller and the Purchaser agree that the Agent may attend to the application and submission of all home loan/building bond applications on behalf of the purchasers to ensure that any possible delays are contained to an absolute minimum.
- 2.5 The Purchaser accordingly unconditionally and irrevocably agrees to give full co-operation to the Agent and to do all things necessary to enable the Agent on the Purchaser's behalf to procure bond finance.
- 2.6 The Purchaser acknowledges that it is a material term of this sale that he signs and submits all documentation necessary to make application for a mortgage bond/s in fulfilment hereof. Failure to do so will constitute a breach of contract and shall have the effect of this clause being fictionally fulfilled.
- 2.7 **The Purchaser acknowledges that charges are payable in respect of the granting of credit.**
- 2.8 The Purchaser warrants that he is solvent and no existing judgments/adverse reports are recorded against his name.
- 2.9 The loan will be deemed fulfilled on the date that the financial institution issues a written approval or a quotation and/or pre agreement statement for the amount of the loan required from the financial institution and will further be deemed fulfilled upon advice given by the respective mortgagee/s that the loan/s has/have been approved in principle or in final form.
- 2.10 If the loan/s is/are not approved through no fault of the Purchaser, the sale shall lapse and be of no force and effect and the deposit paid by the Purchaser shall, subject to Clause 9, be refunded to him with any interest accrued thereon.
- 2.11 The parties agree that the suspensive condition has been inserted for the benefit of the Purchaser who may waive the terms hereof.
- 2.12 By virtue of the signing of this Agreement the Purchaser consents to the bank carrying out identity and fraud prevention and credit checks and sharing information relating to this application through the South African Fraud Prevention Service.

PURCHASER'S ACKNOWLEDGEMENT _____

3. SUBJECT-TO SALE

- 3.1 This offer is subject to **THE SALE** of the Purchaser's property:
The property is situated at: _____
(referred to as the second property); and fulfilment of any suspensive conditions therein (if applicable) within _____ days from the date of acceptance hereof.
- 3.2 The Seller shall be entitled to continue to market the property through the Agent. Should a bona fide, more acceptable offer (the competing offer) be received prior to the conclusion of the sale of the second property and fulfilment of suspensive conditions therein, the Seller may:
 - 3.2.1 Provide the Purchaser with a copy of the competing offer, and written notice to waive the above clause 3.1 in its entirety, within 48 hours of receipt of such notice.
 - 3.2.2 Should the Purchaser not timeously waive the clause, this agreement shall be cancelled in its entirety and be of no force or effect, whereby the Seller shall be entitled to accept such competing offer.
- 3.3 The Seller may not give notice in terms of clause 3.2.1 until loan finance as contemplated in the competing offer has been granted or waived.

-OR-

- 3.4 The Purchaser's property has **ALREADY BEEN SOLD**:
The property is situated at: _____
(referred to as the second property); all suspensive conditions relating to such property having been fulfilled
 - 3.4.1 The Purchaser hereby undertakes to provide the Agent with a copy of the sale agreement and details of the conveyancer within 48 hours of acceptance of this offer.
 - 3.4.2 The Purchaser warrants that the proceeds of the sale of his property shall be sufficient to comply with the provisions of clause 1 herein.

-OR-

3.5 The Purchaser's property has **ALREADY BEEN SOLD**:

The property is situated at: _____

(referred to as the second property); This agreement is subject to the suspensive conditions relating to such property being fulfilled within _____ days of acceptance hereof.

3.5.1 The Purchaser hereby undertakes to provide the Agent with a copy of the sale agreement and details of the conveyancer within 48 hours of acceptance of this offer.

3.5.2 The Purchaser warrants that the proceeds of the sale of his property shall be sufficient to comply with the provisions of clause 1 herein.

3.6 The Seller shall be entitled to continue to market the property through the Agent. Should a bona fide, more acceptable offer (the competing offer) be received prior to the conclusion of the sale of the second property as above, the Seller may:

3.6.1 Provide the Purchaser with a copy of the competing offer, and written notice to waive the above clause 3.5 in its entirety, within 48 hours of receipt of such notice.

3.6.2 Should the Purchaser not timeously waive the clause, this agreement shall be cancelled in its entirety and be of no force or effect, whereby the Seller shall be entitled to accept such competing offer.

3.7 The Seller may not give notice in terms of clause 3.6.1 until loan finance as contemplated in the competing offer has been granted or waived.

4. CONTINUED MARKETING OF THE PROPERTY

4.1 The Seller shall be entitled to continue to market the property through the Agent until the loan finance condition in clause 2 has been fulfilled. Should a bona fide, more acceptable offer (the competing offer) be received prior to the granting of loan finance as above, the Seller may:

4.1.1 Provide the Purchaser with a copy of the competing offer, and written notice to waive the above clause 2 in its entirety, within 48 hours of receipt of such notice.

4.1.2 Should the Purchaser not timeously waive the clause, this agreement shall be cancelled in its entirety and be of no force or effect, whereby the Seller shall be entitled to accept such competing offer.

4.2 The Seller may not give notice in terms of clause 4.1.2 until loan finance as contemplated in the competing offer has been granted or waived.

5. OCCUPATION

5.1 Occupation of the Property shall be given and taken by the Purchaser at Noon on _____ or such other date agreed upon by the parties in writing. Should the date of occupation not coincide with the date of transfer, the party entitled to enjoy such occupation whilst the Property is registered in the name of the other party, shall, in consideration thereof, pay to the other party monthly in advance an occupational rental of R _____

(_____) per month which will exclude the amount due for water and electricity consumption, at the Conveyancing Attorney's office, free of deduction or reserve.

5.2 In the event of under/over payments of occupational rent, the parties irrevocably instruct the Conveyancing Attorneys on registration to attend to pro rata adjustments and payment on behalf of the parties.

5.3 The Seller may withhold occupation from the Purchaser in the event of any suspensive conditions not being fulfilled as provided for in this Agreement, alternatively in the event of the Purchaser being in breach of any of the provisions of this Agreement.

5.4 Should the offer be cancelled for whatever reason, the Purchaser undertakes to immediately vacate the property and that no tenancy has been created by having taken occupation prior to transfer.

6. PROPERTY SOLD "AS IT NOW LIES" (VOETSTOOTS)

The Purchaser acknowledges that the Property is sold "*as it now lies*" (*voetstoots*) which means that the Seller does not take any responsibility to repair any defects or accept liability otherwise for defects that are obvious on inspection of the Property ("patent defects") or defects which are hidden ("latent defects") unless it is proven in a court of law by the Purchaser that the Seller knew of such defects and wilfully misrepresented the truth to the Purchaser.

7. NO REPRESENTATIONS

The Seller does not warrant the condition of the Property or the use thereof for any purpose whatsoever except as set out in this Offer and the Purchaser acknowledges that he was not induced to enter into this Offer by any representations that may have been made by or on behalf of the Seller except as set out in this Offer.

8. BENEFIT AND RISK

On registration of transfer of the Property, all benefits and risk of ownership thereof shall pass to the Purchaser, who shall, from that date, be responsible for all rates and taxes, levies and other imposts levied upon the Property.

9. BREACH

Should either party fail to comply with any provision of this Agreement, including failure to pay any deposits or deliver guarantees within the specified time, and remain in default for 7 (seven) working days after despatch of written notice, by registered post, hand delivery or electronic mail, requiring such default to be remedied, the aggrieved party shall be entitled, at their sole option, without prejudice to any other right in law and without further notice:-

- 9.1 To cancel this agreement forthwith, and to receive or retain any deposits, as well as any other amounts, paid by the other party by virtue hereof, less agent's commission and VAT thereon as a first charge, either as "rouwkoop" (meaning a genuine pre-estimate of damages) or by way of penalty, or as liquidated damages, or as payment in respect of the prejudice agreed upon as being suffered by the aggrieved party as a result of the other party's default; or
- 9.2 To claim and enforce immediate specific performance of all the defaulting party's obligations in terms hereof whether or not due for performance;
- 9.3 In either event without prejudice to the aggrieved party's rights to claim and recover such damages as he/she/it may be able to prove, in which event the aggrieved party shall be entitled to have the deposit and amounts referred to above retained in trust pending the actual award in respect of damages by a court, and thereupon set off such damages against the said monies so retained.

PURCHASER'S ACKNOWLEDGEMENT _____

SELLER'S ACKNOWLEDGEMENT _____

10. JURISDICTION

For the purpose of all or any proceedings herein the parties hereby consent to the jurisdiction of the Magistrate's Court, or otherwise jurisdiction under Section 28 of the Act pursuant to Section 45 of the Magistrate's Court Act 1944 as amended. However an aggrieved party may at his sole option institute proceedings in any other competent Court, which has jurisdiction.

11. COMMISSION

- 11.1 The Seller shall pay Estate Agent's commission to "HOMES REAL ESTATE" _____ ("the Agent") in an amount equivalent to _____% (_____) plus Value Added Tax on the commission, which commission shall be deemed to be earned on signature of this Agreement, and should the Agreement be subject to a suspensive condition, upon fulfilment of such condition, and shall be payable upon registration of transfer of the property into the Purchasers name.
- 11.2 The Agent shall be entitled to instruct the Conveyancing Attorney not to proceed with the said transfer should the parties not have made adequate provision for the payment of the Agents commission, as a first charge, out of the proceeds of the sale.
- 11.3 The Conveyancing Attorney is irrevocably instructed to make payment of the Commission directly to the Estate Agent when due in terms of this Agreement.
- 11.4 If this Agreement is cancelled as a result of: (i) default on the part of either the Purchaser or the Seller, the Agent will be entitled to payment of the commission from the party at fault, alternatively (ii) by mutual agreement between the Purchaser and the Seller, the Agent will be entitled to payment of the commission from the Seller and the Purchaser, jointly and severally, the one paying, the other to be absolved, on the basis that the party making payment shall be entitled, in the absence of any written agreements to the contrary, to claim one half of the amount so paid by him from the other party.
- 11.5 This clause is subject to the proviso that if this Agreement is cancelled prior to registration of transfer but after the fulfilment of any applicable suspensive conditions, the Agent shall become entitled to payment of the commission immediately upon such cancellation and the Conveyancing Attorneys are instructed to effect payment from funds held in trust accordingly.
- 11.6 Should the sale be cancelled due to the Sellers default, the Conveyancing Attorney shall refund to the Purchaser any monies deposited with the Conveyancing Attorney.
- 11.7 Monies held in trust in respect of the deposit shall not be released to any party whatsoever unless the Agent's commission is paid, or payment thereof is secured to the satisfaction of the Agent.
- 11.8 **The Purchaser was not introduced to the Property or the Seller by any other person other than the Agent.** The provisions of this clause are intended for the benefit of the Agent, who accepts the benefits conferred upon it by virtue hereof, and may be enforced by the Agent.
- 11.9 Should the Agent institute legal action to recover the agreed commission and VAT, the parties agree that the amount of the commission plus VAT is a genuine liquidated pre-estimate of damages suffered and the parties further concede that the agent therefore need not prove the amount thereof.

SELLER'S ACKNOWLEDGEMENT _____

12. TRANSFER

- 12.1 Transfer of the Property shall be effected by the **Seller's Conveyancing Attorney** _____ within a reasonable time and all costs incidental to the transfer, including transfer duty, shall be paid by the Purchaser on demand.
- 12.2 The parties instruct the Conveyancing Attorneys to effect the transfer of the property in the deeds registry as close as possible to the _____
- 12.3 The parties consent to the Conveyancing Attorneys reporting to the agents as to the progress of the transfer of the Property.
- 12.4 The Seller records that the Property **is/is not let to tenants**. (Complete addendum if applicable).
- 12.5 The Seller and Purchaser agree to sign all relevant transferring documents and to pay the required costs on demand and failure to do so will constitute breach by the defaulting party.
- 12.6 **The seller records that he shall obtain a rates clearance certificate from the local authority in respect of the property in terms of section 118(3) of the Municipal Systems Act 32 of 2000. The seller warrants that when obtaining the rates clearance certificate from the local authority, he shall effect payment of the full debt due to the local authority and shall not limit this to the two years preceding the application for rates clearance figures in terms of Section 118(1) of the Municipal Systems Act 32 of 2000.**

13. FIXTURES AND FITTINGS

- 13.1 The Property is sold with all fixtures and fittings of a permanent nature, which the Seller warrants are fully paid for and owned by the Seller and includes: (Delete what is not applicable)
- 13.1.1 All and any structures, buildings and other improvements erected on the Property.
 - 13.1.2 Pumps, engines, swimming pool equipment including automatic pool cleaner, fences, plants, trees and shrubs.
 - 13.1.3 Light fittings, stoves, built-in heaters, geyser/s, electric fittings, fitted TV aerial/s / satellite dish, alarm systems and accessories, surveillance systems, fitted carpets, curtain fittings, blinds, remote control for gate and garage door.
- 13.2 Any additional items shall form part of an annexure hereto:

14. SOLD BOARD

The Seller and the Purchaser agree that the Agent shall be permitted to place a 'SOLD' sign in front of the Property for a period of 90 (Ninety) days, from acceptance of this offer.

15. NOTICES

All notices required to be given to one party or the other, shall be in writing and shall be deemed to have been received by the addressee/s by the third working day following posting thereof by registered post, or on the day of delivery thereof if delivered by hand, or the day sent via electronic mail.

16. ELECTRICAL COMPLIANCE CERTIFICATE / CERTIFICATE OF GAS CONFORMITY / ELECTRIC FENCE SYSTEM CERTIFICATE OF COMPLIANCE

- 16.1 The Seller undertakes to obtain from an accredited person, at his expense, an Electrical Certificate of Compliance ("ECC"), a Certificate of Gas Conformity ("CGC") (if applicable) and an Electric Fence System Certificate of Compliance ("EFSCOC") (if applicable) relating to the Property in accordance with the provisions set out in the Regulations to the Occupational Health and Safety Act No.85 of 1993 (as amended). The ECC, CGC and EFSCOC shall be delivered to the Conveyancing Attorneys prior to the date of occupation or the date of lodgement of the transfer documents at the Deeds Office, whichever date is the sooner.
- 16.2 The Seller warrants that no additions or alterations to the electrical / gas / electric fence system installation have or will be effected after the date of issue of the ECC / CGC / EFSCOC.
- 16.3 After delivery of the ECC / CGC / EFSCOC, the Purchaser shall have no further claims against the Seller in relation to the electrical / gas / electric fence system installation.
- 16.4 Should the Seller fail to furnish the Certificate/s as required, the Purchaser shall be entitled to obtain same and the Seller hereby authorizes the Conveyancing Attorney to reimburse the Purchaser by deducting the costs thereof from the net proceeds of the sale.

17. IRREVOCABLE OFFER

This offer is irrevocable until 22H00 on _____ (where after it shall be deemed to have lapsed) and shall be binding upon acceptance at any time prior thereto irrespective of notification of acceptance to the Purchaser. In the event of the Seller making a counter offer, or refusing this offer, during this period this offer will not terminate, but will be deemed to have been reinstated, the intention being that the Purchaser shall be bound to the offer for the full period referred to above.

18. SECTIONAL TITLE UNIT

- 18.1 Should the Property referred to in this sale be a Sectional Title Unit it is agreed between the parties that the Seller shall not be liable for the levies and other costs due and payable to the Body Corporate as from the date of registration of the transfer into the Purchaser's name and the Purchaser shall be liable and shall pay all levies and other costs due to the Body Corporate from such date. The Purchaser hereby indemnifies the seller against any claims in terms of Section 37 of the Sectional Titles Act.
- 18.2 If after acceptance hereof but before registration of transfer, the Body Corporate imposes a special levy to meet expenses which have been under-estimated for any period up to the date of registration of transfer, the Seller shall be liable for the payment thereof upon registration of transfer. If after acceptance hereof but before transfer is effected, the Body Corporate passes any resolution imposing a special levy to cater for any future improvements to the scheme, the Purchaser shall be liable for the payment thereof. The Seller warrants that he is not aware of any pending or existing resolution other than may be disclosed in this Agreement.
- 18.3 In the event that a Real Right to extend the sectional scheme relating to this Property has been registered in terms of Section 25 of Act 95 of 1986, the Purchaser hereby waives his right to annul this Agreement as a result of the registration of such Real Right to extend.

19. HOME OWNERS ASSOCIATION (Delete if not applicable)

- 19.1 A Home Owners Association in respect of the property has been established and simultaneously upon transfer of the property to the Purchaser, the Purchaser shall automatically become a member of the Home Owners Association and shall comply with its Memorandum and Articles of Association/Constitution and rules of such Association.
- 19.2 The Purchaser shall be liable for the payment of levies of the Association from date of registration of transfer.

20. COMPANY, CLOSE CORPORATION AND TRUST

Should the Purchaser be:-

- 20.1 A Company, Close Corporation, Trust or a Principal represented by an Agent, the person/s signing this offer on behalf of the Purchaser hereby interposes as and binds himself/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, and further hereby undertakes to sign all documents of suretyship, co-principal debtorship, or other documents which may be required by any mortgagee/s contemplated in this Agreement so as to ensure the fulfilment of any condition/s to which this Agreement may be subject.

- 20.2 Should the signatory hereto act in his capacity as a representative for a company to be formed, such person in his personal capacity shall be personally liable as Purchaser under this Agreement unless the Company is formed and fully adopts and ratifies the terms of this Agreement within 30 (thirty) days of acceptance by the Seller and shall:
- 20.2.1 until the proposed Company is formed and fully adopts and ratifies this Agreement, be and have personal rights and obligations of the Purchaser hereunder, and
- 20.2.2 bind himself (and by his signature hereto does so) as surety for the co-principal debtor in solidum, jointly and severally, with such Company in favour of the Seller for all the obligations of such Company arising here from; and
- 20.2.3 sign all documents of suretyship, co-principal debtorship, or any other such document of indebtedness as may be required by any mortgagee/s contemplated in this Agreement.

21. ALIENATION OF LAND ACT (COOLING OFF)

The parties hereby record that the Purchaser (if a natural person) has in terms of the Alienation of Land Amendment Act, (Act 103 of 1998), if the purchase price is R250 000 (two hundred and fifty thousand Rand) or less, the right to revoke this Offer To Purchase within 5 (five) days (excluding the day on which it signed, as well as Saturdays, Sundays and any Public Holidays) of it being signed by the Purchaser.

22. CONSUMER PROTECTION ACT, 68 OF 2008 (THE "ACT")

- 22.1 The Seller specifically declares that unless otherwise disclosed it is not the Seller's ordinary course of business to sell immovable Property and that the Seller is as such not a supplier as defined in the Act.
- 22.2 The Seller and Purchaser acknowledge that it is in the ordinary course of business of the Agent to market various immovable properties. The Agent's primary function is to introduce parties to each other and to assist parties with advice, which advice is primarily intended to facilitate the smooth transfer of immovable properties into the names of Purchasers. The Agent is as such a supplier of an advisory service aimed at facilitating the conclusion and successful completion of an agreement of sale between the Seller and Purchaser. The Agent is not the supplier of the property and as such does not and cannot take any legal liability for the condition of the Property. The Agent thus accepts responsibility for the facilitation service provided by the Agent and for providing honest and just advice at a fair, just and reasonable price but does not accept any liability for the condition of the property.
- 22.3 The purchaser declares that:
- 22.3.1 **The Purchaser was granted fair and ample opportunity to inspect the Property and has further familiarised himself with the surroundings of and to the property, which the Purchaser has done to the Purchaser's satisfaction prior to signing the Offer to Purchase;**
- 22.3.2 The Purchaser considers the agreed purchase price to be fair and reasonable;
- 22.3.2.1 neither the Seller nor the Agent used undue influence or tactics in marketing the Property, thereby inducing the Purchaser to sign this Offer;
- 22.3.2.2 neither the Seller nor the Agent made any representations regarding the condition of the Property which are not contained in this agreement.
- 22.3.3 The Purchaser was not introduced to the Property by means of direct marketing methods as contemplated in section 24 of the Act.

PURCHASER'S ACKNOWLEDGEMENT _____

SELLER'S ACKNOWLEDGEMENT _____

23. GENERAL

- 23.1 Should the Purchase Price be less than that of the cancellation or settlement amount of the Seller's bond then this agreement is subject to the condition that the mortgagee bank/s accepts this agreement, and will allow the Seller to sign an Acknowledgment of Debt which will allow the Seller to pay off the outstanding debt to the mortgagee bank/s after deduction of the purchase price, agent's commission, bond cancellation fees, town council, body corporate clearance fees and the cost of obtaining the electrical compliance certificate. Should the mortgagee bank/s refuse to agree to this, then this agreement is null and void and unenforceable.
- 23.2 This Agreement constitutes the sole and entire Agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein shall be of any force or effect.
- 23.3 No variation of the terms and conditions of this Agreement or any purported consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representatives. This requirement shall only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from this clause.
- 23.4 The Purchaser shall not be entitled to effect any alterations to the property prior to registration of transfer of the property into the Purchaser's name, unless the prior written consent of the Seller is obtained.
- 23.5 The parties warrant to each other that all consents required in terms of the Matrimonial Property Act No 88 of 1984 have been duly furnished.
- 23.6 Neither the Seller nor the Agent warrant the correctness of the advertisement relating to the Property, nor the square meterage of the stand or the square meterage of the buildings erected thereon or the unit. An erroneous property description reflected herein shall not be binding on the parties. The parties agree that the property description as reflected in the seller's title deed shall apply
- 23.7 **The parties acknowledge that the Offer to Purchase and its consequences have been explained and that they are fully aware of all the implications thereof.**
- 23.8 A contract shall be concluded when the seller signs this agreement prior to the expiry date of the offer, without the necessity to communicate such acceptance to the purchaser prior to the said expiry date.
- 23.9 Any reference to one gender shall include a reference to the other gender where appropriate and any reference to the singular shall include a reference to the plural where appropriate.

23.10 As a result of the South African Revenue Services (SARS) doing risk analysis on both the transferor and transferee on all transfer transactions both the Seller and the Purchaser warrant to each other and the agent that all taxation issues (both personal and otherwise) including but not limited to tax returns and tax payments are current and up to date.

23.11 The Seller, being a non-resident or failing to provide a valid residents permit, hereby authorises the Conveyancing Attorney to withhold such portion of the selling price as is provided for in the Income Tax Act.

23.12 The Seller and Purchaser warrant that they are aware of their obligations in terms of the Financial Intelligence Centre Act, 38 of 2001.

24. OTHER CONDITIONS:

THUS DONE AND SIGNED BY THE PURCHASER

AS WITNESS: _____ **PURCHASER:** _____

AS WITNESS: _____ **CO-PURCHASER:** _____

AS WITNESS: _____ **PURCHASER'S SPOUSE:** _____

Assisted insofar as needs be by me, the PURCHASER'S spouse. I being bound as surety and co-principal debtor for my spouse's obligations herein. I also commit myself to assist and bind myself in respect of my spouse's application for a mortgage bond/s as contemplated in the Agreement and undertake to make available my true financial position to the mortgagee/s when called upon to do so.

WITNESS FULL NAME: _____ **ID NO:** _____

ACCEPTED BY THE SELLER on this _____ **day of** _____ **20** _____

AS WITNESS: _____ **SELLER:** _____

AS WITNESS: _____ **CO-SELLER:** _____

I/We hereby warrant that I/we have the legal right and contractual capacity to sell the Property and sign this Agreement without assistance

WITNESS FULL NAME: _____ **ID NO:** _____

I/We hereby accept the benefits conferred upon me/us in this Agreement in favour of HOMES.

AGENT: _____ **CELL NO:** _____ **TAX NO:** _____

I hereby declare that the above information is true and correct.

INFORMATION FOR FICA / TRANSFER / LOAN APPLICATION PURPOSES - PURCHASERS

Surname:						
First Name:						
Maiden Name:						
* Marital Status	Single		Married		Divorced	
	M.I.C		A.N.C		Accrual	
* Identity Number:						
* Tax No.:						
Place of Birth						
Home Telephone Number:						
Work Telephone Number:						
Cell. Number:						
Fax Number:						
Email address:						
* Physical Address:						
Postal Address:						
Occupation:						
Employed By:						
Gross Monthly Income:						
Banking Details:	Bank:		Branch:		Account No.:	

Surname:						
First Name:						
Maiden Name:						
* Marital Status	Single		Married		Divorced	
	M.I.C		A.N.C		Accrual	
* Identity Number:						
* Tax No.:						
Place of Birth						
Home Telephone Number:						
Work Telephone Number:						
Cell. Number:						
Fax Number:						
Email address:						
* Physical Address:						
Postal Address:						
Occupation:						
Employed By:						
Gross Monthly Income:						
Banking Details:	Bank:		Branch:		Account No.:	

* In compliance with the Financial Intelligence Centre Act, 38 of 2001, please attach documentation proving the above information, dated within the last 3 months. Additional documentation will be required for Juristic Persons

Purchaser 1: _____

Purchaser 2: _____

I hereby declare that the above information is true and correct.

INFORMATION FOR FICA / TRANSFER PURPOSES – SELLERS

Surname:						
First Name:						
Maiden Name:						
* Marital Status	Single		Married		Divorced	
	M.I.C		A.N.C		Accrual	
* Identity Number:						
* Tax No.:						
Place of Birth						
Home Telephone Number:						
Work Telephone Number:						
Cell. Number:						
Fax Number:						
Email address:						
* Physical Address:						
Postal Address:						

Surname:						
First Name:						
Maiden Name:						
* Marital Status	Single		Married		Divorced	
	M.I.C		A.N.C		Accrual	
* Identity Number:						
* Tax Number						
Place of Birth						
Home Telephone Number:						
Work Telephone Number:						
Cell. Number:						
Fax Number:						
Email address:						
* Physical Address:						
Postal Address:						

Conveyancers:		Contact Person:	
Tel:		Fax:	
Sectional Title Managing agents:		Contact Person:	
Tel:		Fax:	

Bond held at:		Branch:	
Outstanding Balance:			
Account Number:			
Rates and Taxes Approximate Balance and account number:			

* In compliance with the Financial Intelligence Centre Act, 38 of 2001, please attach documentation proving the above information, dated within the last 3 months. Additional documentation will be required for Juristic Persons

Seller 1: _____

Seller 2: _____

I hereby declare that the above information is true and correct.