



Entered Between:

"The Seller"

With ID No: _____

Physical Address:

Cell Number: _____

Email: _____

(Which address the Seller selects as his/her/its domicilium citandi et executandi for all purposes including notices arising here from)

I/We, the undersigned,

"the Purchaser"

With ID No: _____

Physical Address:

Cell Number: _____

Email: _____

(which address the Purchaser selects as his/her/its domicilium citandi et executandi for all purposes including notices arising here from)

Hereby offer to purchase the property through the agency of Golden Tiger Realtors (GTR), Subsidiary

☐ **FULL TITLE** ☐ **SECTIONAL TITLE**

Erf No.: _____

Unit Number: _____

Door Number: _____

Sectional Title Scheme No.: _____

Physical Address _____

Rates/Taxes: _____

Levy: _____

Exclusive use areas

Garden/ Store Room: _____

Garages/Parking Bay No: _____

Balcony: _____

Garden: _____



"The Property"

On the following terms and conditions:

1. Voetstoots and Immovable Property Condition / Consumer Protection Act

- 1.1 The Seller declares that unless otherwise disclosed it is not the Seller's ordinary course of business to sell immovable property.
- 1.2 The Seller and Purchaser acknowledge that it is the Agent's primary function to facilitate the smooth transfer process and as such the Agent is a supplier of an advisory service, and not that of a supplier of property, and as such cannot take any legal responsibility for the condition of the property.
- 1.3 With reference to the Consumer Protection Act, No. 68 of 2008, the Seller warrants that as at the date of acceptance of this offer and up to the date of transfer of the property there are no defects, whether latent or otherwise, that the Seller has not disclosed to the Purchaser and the Agent and that save for this, the property is sold voetstoots. The Purchaser acknowledges having inspected the property and the property is sold subject to all conditions and servitudes mentioned or referred to in its Title Deed and to all such other conditions and servitudes which may exist in regard thereto the description of the property as set out in the Title Deed, shall be binding on the parties.

2. Purchase Price

The purchase price is R _____ (_____) payable as follows:

- 2.1 A deposit of R _____ (_____) shall be paid to the Conveyancers within _____ days of acceptance hereof by the Purchaser. All amounts due by the Purchaser on account of the purchase price shall be paid to the Conveyancer who shall invest same in an interest-bearing account for the benefit of the Purchaser in terms of Section 86(4) of the Legal Practice Act (Act 28 of 2014), pending registration of transfer. On registration of transfer the capital amount of the investment shall be paid to the Seller and the interest accrued thereon, less statutory deductions (5% of interest accrued is payable to the Legal Practitioner's Fidelity Fund) and administration costs incurred in respect of the investment, shall be paid to the Purchaser. The Purchaser undertakes to provide the Conveyancer with all the information required in terms of the Financial Intelligence Centre Act to facilitate the investment contemplated in this clause.
- 2.2 The balance of the purchase price in the sum of R _____ (_____) shall be paid on transfer and shall be secured by bank or other approved guarantees, acceptable to the Seller in favour of the Seller/Seller's nominee(s) to be delivered to the Seller's conveyancers within _____ days of acceptance of this offer OR, if bond finance is required in terms of clause 3, within the same period following the grant of such bond finance.



3. Bond Finance

- 3.1 This sale is subject to the Purchaser (or Seller / GTR ____ on the Purchaser's behalf) by no later than _____ raising a loan on security of a mortgage bond over the Property for R _____ (_____)
_____)
on such terms and subject to such conditions as are customarily imposed by mortgage lending financial institutions. The Purchaser warrants that he/she/it qualifies for such loan and knows of no factors which might prevent a financial institution from issuing a loan quotation. This condition shall be deemed to have been fulfilled on the date upon which the mortgage lender issues a written loan quotation. If the loan quotation is not issued by the date referred to above, the period for raising the loan may be extended by agreement in writing from the Seller for a further 30 (Thirty) days.
- 3.2 The provisions of 3.1 are inserted for the benefit of the Purchaser who/which may waive the condition expressly or by conduct.
- 3.3 The Purchaser undertakes to sign all required application forms and to submit any other documents which may be required for the purposes of processing the Purchaser's loan application and irrevocably authorises the Seller or the Agent to attend to the application on his behalf and to sign all documents relating thereto.
- 3.4 If the Purchaser neglects or wilfully fails to comply with his obligations as set out in Clause 3.3, this condition shall be deemed to have been fulfilled. In that event this Agreement shall become unconditional and the doctrine of fictitious fulfilment shall apply.
- 3.5 The Seller and the Purchaser acknowledge that the Financial Institution which may grant the bond / loan to the Purchaser may pay an introductory commission to the Estate Agency, or its nominated third party in respect, inter alia, for the bond referral as well as the insurance of the property forming the subject matter of the sale.

4. Transfer

- 4.1 The transfer attorneys shall transfer the property to the Purchaser:
- 4.1.1 within a reasonable time after the Purchaser has complied with all his obligations in terms of this Agreement;
- 4.1.2 at the Purchaser's expense who shall pay all costs of transfer including transfer duty or VAT (where applicable) on presentation of an account therefore by the conveyancers.
- 4.1.3 The Purchaser undertakes to sign all documents required to effect registration of transfer and registration of a mortgage bond (if applicable) and to pay the costs of registering such bond when requested to do so.
- 4.2 Failure to pay any amount due or sign any of the aforesaid documents shall be regarded as a breach of this Agreement.
- 4.3 The parties warrant and undertake to each other that their tax affairs are in order.
- 4.4 If either party's tax affairs are not in order and the transfer of the property hereby sold is delayed as a result thereof, such delay will be regarded as a breach of contract by the party responsible for that delay.



5. Occupation

Provided the Purchaser has paid all costs, signed all necessary bond and transfer documents, delivered such guarantees as may have been called for and is not otherwise in breach of any of the provisions hereof, the right of occupation of the property shall be given to and taken by the Purchaser at midday on _____. If the date of occupation does not coincide with the date of transfer the party enjoying the right of occupation whilst the property is registered in the name of the other party shall, in consideration therefore, and for the period of such occupation, pay to the conveyancers a rental of R (_____) monthly in advance from the date of occupation. The party enjoying occupation shall further be liable for payment of the water and electricity usage for the period of occupation. The Purchaser shall be obliged to vacate the property upon cancellation of the sale for any reason whatsoever, it being agreed that no tenancy shall be created by such prior occupation. The Purchaser shall not be entitled to make any alterations to the property before transfer, without prior written consent from the Seller, which consent shall be at the Seller's sole and absolute discretion.

6. Electrical Compliance Certificate

The Seller hereby undertakes to furnish the Purchaser, prior to occupation by the Purchaser, or transfer, whichever is earlier, with a valid Certificate of Compliance, and an Electrical Fence System Certificate of Compliance, if applicable, in terms of the Electrical Installation Regulations of 2009 under the Machinery and Occupational Health and Safety Act (No. 6 of 1983, as amended). The Seller warrants that, as at date of occupation or transfer, whichever is earlier; there will have been no addition or alteration to the electrical installation on the Property subsequent to the issue of such certificate. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required in order for the certificate to be issued, shall be at the Seller's sole cost and expense. Upon the Seller furnishing the Purchaser with such a certificate, the Purchaser shall have no claim whatsoever against the Seller in respect of the electrical installation on the property. Should the Seller fail to furnish the Certificate/s as required, the Purchaser or agent shall be entitled to obtain same and the Seller hereby irrevocably authorises and instructs the Conveyancing Attorney to reimburse the Purchaser or Agent by deducting the costs thereof from the net proceeds of the sale.

Seller & Purchaser to initial

7. Local Authority and/or electricity debts

The Seller hereby indemnifies the Purchaser against any liability for local authority/electricity debts incurred prior to registration of transfers. Should a claim for such a debt arise after registration of transfer, the Seller hereby undertakes to pay this debt on demand to the Purchaser.

Seller & Purchaser to initial

8. Gas Certificate of Conformity

The Seller undertakes to, at the Seller's expense obtain, from an accredited person, a Certificate of Conformity certifying that any gas installations on the Property comply with section 17(3) of Government Notice R734 of 15 July 2009, Government Gazette 32395. The Certificate shall be delivered to the Purchaser prior to the date of occupation or within five (5) days of demand for delivery. The parties agree that the Certificate of Conformity certifies that any gas installation on the Property complies with the safety standards as determined by the relevant legislation and is not to be regarded as a general guarantee covering all aspects of any gas installation present on the Property. The Purchaser shall have no further claims against the seller with regard to any gas installation on the Property. Should the Seller fail to furnish the Certificate/s as required, the Purchaser or agent shall be entitled to obtain same and the Seller hereby irrevocably authorises and instructs the Conveyancing Attorney to reimburse the Purchaser or Agent by deducting the costs thereof from the net proceeds of the sale.

Seller & Purchaser to initial



9. Fixtures and Fittings

- 9.1 The Property is sold together with all fixtures and fittings of a permanent nature in or attached to the property including stove, electrical light fittings, fitted carpets, door keys and remotes, fitted blinds, pumps, planted trees and shrubs, TV aerial, satellite dish, gas bottles, bathroom mirrors and automatic pool cleaning equipment, unless otherwise stipulated

which the Seller warrants are in good working order and condition as at date of signature hereof and which the Seller warrants have been fully paid for and the Seller has the right to sell.

- 9.2 Fixtures especially excluded from the sale:

10. Commission

- 10.1 The Seller shall pay GTR R _____ (_____) commission, which is calculated at _____ % of the purchase price, plus VAT, which commission shall be deemed to have been earned on acceptance hereof and be payable on transfer or on cancellation in the circumstances contemplated in 10.2 or 10.3.
- 10.2 On transfer or on the date of cancellation by mutual consent between the Seller and the Purchaser, GTR may appropriate the deposit to meet its commission claim and if such deposit is insufficient or is held by the conveyancers, the conveyancers are irrevocably authorized by the Seller and the Purchaser to appropriate the commission from the funds held by the conveyancers and account to GTR.
- 10.3 If the sale is cancelled as a consequence of default by the Purchaser or Seller, the Purchaser or Seller acknowledges that he / she / they, shall be liable to GTR for payment of the equivalent of the commission by way of liquidated damages without prejudice to the rights of GTR against the Purchaser or Seller in terms of this agreement or otherwise. Any legal costs incurred by GTR in enforcing its right to commission against the Seller and/or the Purchaser shall be paid by the defaulting party on the scale as between attorney and client.
- 10.4 The provisions of this clause and the selection of a domicilium citandi et executandi by the Seller and the Purchaser are inserted and intended for the benefit of GTR.

_____ Seller & Purchaser to initial



11. Subject to Sale (Delete which is not applicable)

- 11.1 This offer is subject to the Purchaser's property being - _____
(Address / Property description) being sold within _____ (_____) days of acceptance hereof for
an amount of not less than R _____ (_____) or
such amount which is acceptable to the purchaser to secure the property hereby purchased, on terms which, if
complied with, will enable the purchaser to comply with his obligations to the Seller in respect of this
Agreement.
- 11.2 This offer is subject to any suspensive conditions being fulfilled on the sale of the Purchaser's property described
in 11.1.
- 11.3 Pending fulfilment of Clause 11.1 the Seller shall be entitled to continue to market the property, and should prior
to the fulfilment of this condition, a bona fide offer (herein referred to as "the competing offer") for the property
be received, which but for this Agreement the Seller wishes to accept, the Seller may do so subject to the
following:
- 11.3.1 a copy of the competing offer shall be delivered to the Purchaser, who shall be given 72 (seventy two) hours
from delivery to waive the condition mentioned in Clause 11.1;
- 11.3.2 the Purchaser may waive the condition mentioned in clause 11.1 by written notice delivered timeously to
the agent or the Seller;
- 11.3.3 should the Purchaser not timeously waive the condition aforesaid, the Seller shall be entitled to accept the
competing offer and, on acceptance thereof, this Agreement between Seller and Purchaser shall
immediately lapse, neither party having any claim against the other arising therefrom, except that the
Purchaser shall be entitled to an immediate refund of the deposit paid.



Or

- 11.4 The Purchaser's property has already been sold. This agreement is subject to the suspensive conditions relating to such property situated at _____
(Address / Property description) being fulfilled by no later than _____ (Date).
- 11.4.1 The Purchaser hereby undertakes to provide the Agent with a copy of the sale agreement and details of the Conveyancer within 72 (Seventy-Two) hours of acceptance of this offer.
- 11.4.2 The Purchaser warrants that the proceeds of the sale of his property shall be sufficient to comply with the provisions of clause 2 herein.
- 11.5 Pending fulfilment of Clause 11.4, the Seller shall be entitled to continue to market the property, and should, prior to the fulfilment of this condition, a bona fide offer (herein referred to as "the competing offer") for the property be received, which but for this Agreement the Seller wishes to accept, the Seller may do so subject to the following:
- 11.5.1 a copy of the competing offer shall be delivered to the Purchaser, who shall be given 72 (Seventy-Two) hours from delivery to waive the condition mentioned in Clause 11.4;
- 11.5.2 the Purchaser may waive the condition mentioned in clause 11.4 by written notice delivered timeously to the agent or the Seller;
- 11.5.3 should the Purchaser not timeously waive the condition aforesaid, the Seller shall be entitled to accept the competing offer and, on acceptance thereof, this Agreement between Seller and Purchaser shall immediately lapse, neither party having any claim against the other arising therefrom, except that the Purchaser shall be entitled to an immediate refund of the deposit paid.

Or

- 11.6 The Purchaser's property has already been sold and all suspensive conditions relating to such property situated at _____
(Address / Property description) having been fulfilled.
- 11.6.1 The Purchaser hereby undertakes to provide the Agent with a copy of the sale agreement and details of the Conveyancer within 72 (Seventy-Two) hours of acceptance of this offer.
- 11.6.2 The Purchaser warrants that the proceeds of the sale of his property shall be sufficient to comply with the provisions of clause 2 herein.



12. Breach

- 12.1 Should the Purchaser or Seller breach (the defaulting party) any of the terms of this agreement of sale and fail to remedy such breach within 7 (Seven) days of the date of delivery of written notice by the aggrieved party specifying the breach and demanding its rectification then and in such event the aggrieved party shall be entitled to:
- 12.1.1 cancelation of this agreement of sale and to retain, after payment of brokerage to GTR as a first charge, the balance of the deposit or any other monies paid on account of the purchase price and/or costs and held by GTR and/or the conveyancers, as Rouwkoop or penalty or as liquidated damages in respect of the prejudice suffered by the aggrieved party; or
 - 12.1.2 claim and enforce immediate specific performance of all the defaulting party's obligations in terms hereof whether or not due for performance.
 - 12.1.3 in either event without prejudice to the aggrieved party's rights to claim and recover such damages as he/she 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 damages against the said monies so retained. The provisions of this clause, if applied by the aggrieved party, shall not prejudice the rights of GTR pursuant to clause 10.3.
- 12.2 Should the aggrieved party choose to enforce rights by way of legal proceedings the legal costs so incurred shall be paid by the defaulting party on the scale as between attorney and client.
- 12.3 A written notice shall be sent by registered post and/or by email and shall be addressed to the domicilium citandi et executandi of the addressee and shall be deemed to have been received by the addressee 3 (three) days after posting by pre-paid registered post, or on the date on which such notice is dispatched by email, unless earlier delivery of such written notice can be proved.

13. Cooling Off Right in terms of the Alienation of Land Act

The parties hereby record that the purchaser (if a natural person) has, in terms of the Alienation of Land 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 was signed, as well as Saturdays, Sundays and any Public Holidays) of it being signed by the Purchaser.



14. Sectional Title

- 14.1 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 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. The Purchaser shall be liable and shall pay all levies and other costs due to the Body Corporate from the date of transfer.
- 14.2 If, after acceptance of this offer, but before registration of transfer, the Body Corporate imposes a special levy for any period up to date of transfer, the Seller shall be liable for payment thereof upon registration of the transfer. If, after acceptance of the offer but before transfer is effected, the Body Corporate passes any resolution imposing a special levy to cater for any future improvements of the scheme, the Purchaser shall be liable for the payment thereof.
- 14.3 In the event that a real right to extend the sectional title scheme relating to this property has been registered in terms of Section 25 of the Sectional Titles Act, 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.

Seller & Purchaser to initial

15. Jurisdiction

The parties hereby agree to the jurisdiction of the magistrate's court for any litigation in connection with or pursuant to this agreement notwithstanding that the aggrieved party/parties may at their option institute proceedings in any other competent court.

16. Warranties or Representations

The parties hereto acknowledge that this contract constitutes the entire agreement between them and no other conditions, stipulations, warranties, or representations whatsoever have been made by either party or his / her / it's agent other than such as may be included herein or subsequently recorded in writing signed by or on behalf of the parties. The Seller shall not benefit by any excess or be liable for any deficiency in the area of the property nor shall he/she/it be liable for any encroachment on and / or of any adjoining property. The Seller shall not be required to indicate to the Purchaser the position of beacons or boundaries of the property nor be liable for the cost of locating same. No agreement to cancel, alter or add to this agreement shall be of any force or effect unless such agreement is in writing and signed by the Seller and the purchaser. The Purchaser shall become and shall remain a Member of the Homeowners Association / Body Corporate and be subject to the Rules and Regulations and Constitution.

17. Multiple and Representative Purchasers

- 17.1 Where the purchaser is two or more persons, natural or juristic, their liability shall be joint and several.
- 17.2 Where the Purchaser is a Company, Close Corporation, Trust or other juristic person the natural person who represents the Purchaser in making this offer shall by his/her signature be bound with the Purchaser as surety for and co-principal debtor with the Purchaser and shall be deemed to have chosen the legal address of the Purchaser as his/her domicilium citandi et executandi for all purposes arising from the acceptance of this Offer and by this signature hereto he warrants that he is authorized to sign on behalf of the Company, Close Corporation, Trust.
- 17.3 If the property is owned by a Company, Close Corporation, Trust or other juristic person the natural person who accepts this offer shall do so on behalf of such Company, Close Corporation or Trust and warrants that he/she is duly authorized to represent the Seller.
- 17.4 The provisions of this clause shall bind representatives of any Company or Close Corporation contemplated in 17.1 and 17.2.

Seller & Purchaser to initial



18. Purchaser acting as Trustee for a Company or Close Corporation to be Nominated

- 18.1 Where the Purchaser acts as a Trustee for a Company or Close Corporation to be nominated such Company or Close Corporation:
- 18.1.1 shall be registered within 14 (fourteen) days of the date of acceptance of this offer or the date of grant of the loan contemplated in Clause 3 whichever occurs last, and
- 18.1.2 shall ratify and adopt this contract of sale within 7 (seven) days of being nominated, failing which the person/s who/which act for such Company or Close Corporation shall be deemed to be the Purchaser.
- 18.2 Where the Purchaser, Company or Close Corporation is duly formed and adopts and ratifies this contract as contemplated the person(s) who / which act for the Purchaser shall, by his / her signature, be bound to the Seller as surety for and co-principal debtor with the Purchaser.

19. Benefits and Risk

All benefits and risk in the property shall pass to the Purchaser on transfer from which date the Purchaser shall be liable inter alia for all rates, taxes and/or levies which pertain to the Property. Prepayments made by either party for any period subsequent to transfer shall be adjusted proportionately. The Seller shall maintain the existing insurance cover on the Property until transfer.

20. Other Terms and/or Conditions

21. Sold Board

The parties hereby grant GTR permission to erect a "Sold" sign on the property for a period of ninety days after acceptance hereof.

22. Expiration

This offer is irrevocable and expires at ____ : ____ hours on _____ and shall be deemed to be accepted on signature hereof by the Seller irrespective of when notification thereof is given to the Purchaser.



GOLDEN TIGER REALTORS

You say Sell! we say Sold!!

OFFER TO PURCHASE | Agreement

SIGNED by the PURCHASER at _____ on the _____ day of _____ 20____ at _____ :

AS WITNESS _____

PURCHASER (or on behalf of the purchaser and duly authorized)

NAME: _____

ID: _____

OTHER PARTY/PURCHASER'S SPOUSE
where married in community of property.

SIGNED by the SELLER at _____ on the _____ day of _____ 20____ at _____ :

AS WITNESS _____

SELLER (or on behalf of the seller and duly authorized)

NAME: _____

ID: _____

OTHER PARTY/SELLER'S SPOUSE where marriage governed
by the laws of a foreign country or where married in
community of property.

Golden Tiger Realtors _____ hereby accepts all the benefits conferred upon it in terms of this Agreement.

Agent: Golden Tiger Realtors _____

Name

Signature

Principal: Golden Tiger Realtors _____

Name

Signature