

OFFER TO PURCHASE – SECTIONAL TITLE

To **IGWO PROPERTIES (PTY) LTD**

(hereinafter referred to as the “**SELLER**”)

of

(which address the SELLER selects as his domicilium citandi et executandi: for all purposes including notices arising herefrom)

I/We, the undersigned

(hereinafter referred to as the “**PURCHASER**”)

of

(which address the PURCHASER selects as his domicilium citandi et executandi: for all purposes including notices arising herefrom)

hereby offer to purchase:

A unit consisting of Sectionas shown and more fully described on Sectional Plan Number SS.....corresponding to:

Flat/Townhouse No, Parking Bay No. Store Room No.

in the Sectional Title Scheme known as **THE ORCHARDS**.

Situated at **ERF 5780 and 5781 ,IN THE TOWNSHIP OF CRYSTAL PARK Ext 28. Gauteng.** (physical address) of which section the floor area according to the Sectional Plan is square metres in extent together with 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 exclusive use and enjoyment of Garage /Parking Bay/Carport/Staff Room referred to above (if applicable) hereinafter referred to as the “**PROPERTY**” on the following terms and conditions:

VOETSTOOTS

The property is sold together with all improvements thereon, subject to all registered conditions and servitudes referred to in the Sectional Plan, the provisions of the Schedule of Rules of the scheme and as contained in the applicable title deed/s and all other conditions (including further developments and extensions as envisaged by the Developer, if applicable) and in the condition and to the extent such as it now lies voetstoots.



1. PURCHASE PRICE

1.1 The purchase price is R (.....)

.....
...Rand)

(inclusive of VAT if the seller is a VAT vendor) payable by the PURCHASER to the SELLER as follows:

1.2 A deposit of R (.....)

.....
Rand)

shall be payable by the PURCHASER immediately on acceptance of this offer or by2019 to be deposited with the transferring attorneys to be held in a special interest bearing trust account in Terms of Section 78 (2A) of the Attorneys Act, interest to accrue to the PURCHASER, pending registration of transfer and provided that the PURCHASER furnishes the transferring attorneys with the requisite FICA documentation necessary to open such account.

1.2.1 A holding deposit is required on signature of the purchase agreement. This Deposit is to be paid into the Attorneys Trust Account. Interest to accrue to the PURCHASER, pending registration of transfer and provided that the PURCHASER furnishes the transferring attorneys with the requisite FICA documentation necessary to open such account.

1.2.2 The deposit is refundable if the transaction does not continue.

1.2.3 The holding deposit is **R5 000 00. (FIVE THOUSAND RANDS ONLY)**

This Holding deposit is payable within 7 working days.

1.3 For the balance of R
(.....)

.....
.Rand)

the PURCHASER warrants that he shall within day/s from the date of the granting of the mortgage bond application as recorded in clause 3.1 hereof furnish to the transferring attorneys an approved Bank Guarantee/s made payable to the SELLER or his nominee and shall be in the form directed by the Transferring Attorney.

2. SELLER'S WARRANTY

2.1 The SELLER warrants that the purchase price is sufficient to cover the outstanding bond/s, levies, rates and taxes, electricity, water and all imposts levied by the local authority.

2.2 The SELLER is registered vendor in terms of the Value Added Tax Act of 1991 (as amended).

2.3 The SELLER warrants that all improvements on the property have been approved by the local authority.

*2.4 The SELLER warrants that he is a South African resident (not applicable in the event the SELLER is a legal entity) and is accordingly not liable to pay withholding tax as specified in Section 35A of the Income Tax Act 58 of 1962.



*2.5 The SELLER warrants that he is NOT a South African resident (not applicable in the event the SELLER is a legal entity) and the transferring attorney is hereby given an irrevocable instruction to retain the applicable withholding tax in compliance with the aforesaid ACT.

***Delete where not applicable**

3. **MORTGAGE BOND**

3.1 This agreement, other than the provisions of clause 1.2 and clause 12 both of which shall be of immediate force and effect, is subject to the suspensive condition that the PURCHASER, or the SELLER on behalf of the PURCHASER, is able to procure a loan from a registered bank upon the security of a mortgage bond/s to be registered over the PROPERTY for an amount of not less than

R
(.....
.....

Rand)

at a rate of interest not in excess of the maximum mortgage bond lending rate charged by a recognized Bank within days of acceptance hereof and subject to the terms and conditions imposed by the financial institution to which application is made by, or on behalf of, the PURCHASER at his expense. This period shall be subject to an automatic extension for a further period of 10(ten) days in respect of bond and guarantee procurement dates, if the bond is not obtained on due date. Should the bond/s be granted for a lesser amount upon the PURCHASER'S request, the suspensive condition/s shall be deemed to be fulfilled.

3.2 The PURCHASER acknowledges that-

3.2.1 it is a material term of this sale that he timeously signs and submits all documentation necessary to make application for a mortgage bond in fulfillment hereof;

3.2.2 failure to do so will constitute a breach of contract and shall have the effect of this clause being fictionally fulfilled.

3.2.3 he is solvent and no existing judgments or adverse reports are recorded against his name;

3.2.4 he is fully aware and understands the customary requirements of Banks regarding eligibility for loan finance based on income, credit ratings and other qualifications;

3.2.5 to the best of his knowledge and belief he is eligible for a loan in the amount and on the terms and conditions contemplated in this agreement;

3.2.6 this condition shall be deemed to have been fulfilled upon the PURCHASER being issued with a quotation (as referred to in the National Credit Act 34 of 2005) by a Financial Institution for a loan in the said amount within the time period specified above;

3.2.7 if the loan is 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 be refunded to him together with any interest accrued thereon.

3.3 The parties agree that the provisions of this clause are for the benefit of the PURCHASER who may waive the terms hereof by written notice to the SELLER which notice is to be given prior to the final date for raising the loan or quotation.



4. **ELECTRICAL COMPLIANCE CERTIFICATE**

4.1 The SELLER undertakes to;

4.1.1 obtain from an accredited person (at his expense), an Electrical Certificate of Compliance in respect of the property in accordance with the provisions of the Occupational Health & Safety Act (Act 85 of 1993);

4.1.2 deliver it to the PURCHASER prior to the date of occupation or on the date of lodgment of the transfer documents at the Deeds Office, whichever date is the earlier.

4.2 Should the aforesaid accredited person report that there is a fault or defect in the electrical installation, the SELLER shall be obliged at his expense and within 21 (twenty one) days of receipt of such report and recommendations, to contract with an electrical contractor or any other qualified person, to attend to the rectification and repair of any faults necessary to ensure that everything is in normal working order, so as to enable the accredited person to issue the certificate as aforesaid.

4.3 If the certificate referred to above predates this agreement, the SELLER then warrants that the said certificate is valid in respect of all the existing electrical installations on the property and further that no alterations have been made to the existing electrical installation on the property since the date of issue of the aforesaid certificate.

4.4 Should the SELLER fail to furnish the certificate as required, the PURCHASER shall be entitled to obtain same and the SELLER hereby authorizes the transferring attorneys to reimburse the PURCHASER by deducting the costs thereof from the net proceeds of the sale.

5. **COMMISSION**

Agent's commission is payable by the SELLER. See Addendum.

6. **RISK**

6.1 All benefits and risks of ownership in respect of the Property shall pass to the PURCHASER from date of registration of transfer of the PROPERTY into the name of the PURCHASER from which date the PURCHASER shall be liable for inter alia, all rates and taxes levied on the PROPERTY. Any repayments made for any period subsequent to registration of transfer shall be refunded proportionately in accordance with the above.

6.2 The PURCHASER undertakes to pay such levies and all other charges of the Body Corporate as and when they become payable from the date of registration of transfer of the Property into his name.

6.3 The assumption of liability is made in favor of the Body Corporate by the PURCHASER.

6.4 On acceptance of the benefits conferred on it in terms of this clause, the Body Corporate will be deemed to have released the SELLER from his obligation to pay levies with effect from the date of registration of transfer.

7. **INDEMNITY**

The PURCHASER hereby indemnifies the SELLER against all claims of whatsoever nature and howsoever arising in terms of Section 37(2) of the Sectional Titles Amendment Act of 2003.

8. **TRANSFER**

8.1 Transfer of the Property shall be effected by the SELLER'S transferring attorneys within a reasonable time and the PURCHASER and SELLER shall do all things required of them by the SELLER'S transferring attorneys.

8.2 All costs incidental to the transfer, including transfer duty (if applicable), shall be payable by the PURCHASER to the SELLER'S transferring attorneys on demand.



9. **OCCUPATION**

- 9.1 Occupation of the Property shall be given by the SELLER and taken by the PURCHASER on the date of registration of transfer.
- 9.2 If the date of occupation does not coincide with the date of registration of the transfer, the party entitled to enjoy occupation 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 an occupational rental of
R.....(.....
..... Rand) per month, payable monthly in advance free of deduction or reserve.
- 9.3 The occupational rental due in terms hereof shall be paid by the party in occupation directly to the party in whose name the Property is registered.
- 9.4 The SELLER'S transferring attorney shall not be responsible for the collection and/or payment thereof.
- 9.5 The party entitled to enjoy occupation of the property will be responsible for the water and electricity accounts during his occupation.
- 9.6 No tenancy shall be created by the PURCHASER taking occupation prior to registration of transfer and the PURCHASER shall immediately vacate the PROPERTY on cancellation of the sale whatever the reasons therefore.
- 9.7 The PURCHASER shall not be entitled to make any alterations or additions to the property prior to registration of transfer.

10. **SPECIAL LEVY**

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 it/he is not aware of any pending resolution and further undertakes to timeously notify the PURCHASER of any meeting of the Body Corporate to be held between date of acceptance of this agreement and date of transfer.

11. **FIXTURES AND FITTINGS**

The Property is sold together with all existing fixtures and fittings of a permanent nature in or attached to the property, which the SELLER warrants are fully paid for and owned solely by the SELLER and are in normal working order and reasonable condition and, if applicable, includes :- (Delete what is not applicable) existing:- fitted light fittings and shades; eye level oven; upright stove, hob, extractor fan; geyser/s, fitted carpets; TV & M-Net Aerial/s, Satellite Dish, curtain rails, rods and rings; fitted blinds excluding Roman blinds; awnings; fitted cupboards and shelves; fitted mirrors; fitted towel rails/rings, soap dishes, toilet roll holders; plugs to baths, basins, sinks, bidets, fitted heaters, swimming pool equipment, automatic pool cleaner, remotes to gates, burglar alarm, perimeter electric security fence, built in braai and accessories, bar stools and all keys to internal and external doors that are in the SELLER'S possession on the occupation date specified in clause 9.

12. **BREACH**

- 12.1 Should either party fail to comply with any provisions of this agreement, and fail to remedy such breach within 7 (seven) working days after dispatch of written notice by registered post and/or hand delivery to the address furnished in the preamble hereto, and/or by facsimile to the number provided in this agreement, requiring such default to be remedied, the aggrieved party shall be entitled, at their sole option without prejudice to any other rights in law:



12.1.1 to cancel this Agreement of Sale and thereupon :-

12.1.1.1 recover such damages as the party may be able to prove he has sustained, in which event any deposits or payments in terms hereof shall be held in trust pending the determination of such damages; or

12.1.1.2 retain all monies paid in terms hereof, as and by way of "rouwkoop" or as a genuine pre-estimate of damages or on account of any pending determination by a court of the actual damages sustained;

12.1.2 to enforce performance of the terms of this agreement, including payment of the full balance of the purchase price owing as at the date of the party's breach aforementioned.

12.2 In the event of the SELLER'S instructing attorneys having to render legal services to enforce the SELLER'S rights arising from a failure by the PURCHASER to comply with any obligation hereunder, the PURCHASER shall be liable for all costs calculated on the scale as between attorney and client incurred by the SELLER to such attorneys, whether legal proceedings are commenced or not.

13. JURISDICTION

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).

14. LIABILITY

14.1 In the event of there being more than one PURCHASER they shall be jointly and severally liable, the one paying the other to be absolved.

14.2 Should the PURCHASER be a Company, Close Corporation, Trust or a Principal represented herein by an agent, the person/s signing this offer on behalf of the PURCHASER hereby confirms that he is duly authorized to represent the PURCHASER and interposes as and binds himself 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 due fulfillment of any condition/s to which this agreement may be subject.

14.3 Should the PURCHASER be a person in his capacity as a Director 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:-

14.3.1 until the proposed Company is formed and fully adopts and ratifies this Agreement, be and have the rights and obligations of the PURCHASER hereunder; and

14.3.2 binds himself (and by his signature hereto does so) as surety for the co-principal debtor in solidum, jointly and severally, with such Company in favor of the SELLER for all the obligations of such Company arising herefrom; and

14.3.3 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.

15. GENERAL

15.1 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.

15.2 No latitude or extension of time or other indulgence which may be granted by the SELLER to the PURCHASER for the due performance by the PURCHASER of any obligation in terms hereof shall prejudice the SELLER's right to require strict and punctual compliance with any provisions hereof.

15.3 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.



- 15.4 Neither the SELLER warrant the correctness of the advertisements relating to the Property, nor the size of the stand or the square meterage of the buildings erected thereon.
- 15.5 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 that all tax issues (both personal and otherwise) including but not limited to tax returns and tax payments are current and up to date.
- 15.6 The parties warrant that the Offer to Purchase and its consequences have been fully explained and that they are fully aware of all the implications in respect thereof.
- 15.7 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.
- 15.8 Any reference to the masculine gender shall include the feminine gender and vice versa. Any reference to a natural person shall include a legal entity and vice versa.
- 15.9 Any reference to the singular shall include the plural where applicable.
- 15.10 The SELLER will maintain the Property, including but not limited to the garden and pool, in the same condition as at the date of acceptance of this Offer to Purchase until the occupation date.
- 15.11 The SELLER shall remove all building rubble and other refuse from the Property on or before the occupation date specified in Clause 9.

16. OTHER CONDITIONS

The sale of the units in Blocks 1, 2, 3, 4, 5, 6, 7, and 8 is subject to the following;

It is recorded that the Purchaser hereby accepts that the viability of the Scheme is dependent on the response by the public to the marketing campaign and sale of units in the Scheme. This Agreement is, at the sole discretion of the Seller, subject to the suspensive condition that, should the Seller not have sold adequate units in the Scheme within a period of twelve months from date of signature of this Agreement, to trigger the Seller's funding arrangements in respect of the Scheme, this Agreement will be null and void and of no further force or effect.

The Seller at its sole discretion may waive this suspensive condition.

17. IRREVOCABLE OFFER

This offer is irrevocable until midnight on2020 (whereafter 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.

THUS DONE AND SIGNED BY THE PURCHASER on this the day of2020

AS WITNESS: **PURCHASER:**

AS WITNESS:

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 as contemplated in this Agreement and undertake to make available my true financial position to the mortgagee/s when called upon to do so.

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

AS WITNESS:



THE FOLLOWING INFORMATION IS REQUIRED FOR THE PURPOSES OF TRANSFER AND/OR BANK LOANS

PURCHASER

SPOUSE

Surname

Surname

Full names

Full names

I.D. Number

I.D. Number

Date of Birth

Date of Birth.....

Place

Place.....

(How married (in Community of Property/Out of Community of Property/Married outside the Republic of South Africa) or Widow, Spinster, Divorcée, etc.

.....

Date of Marriage

Present Address

Postal Address

Future Postal Address

Tel No. (Bus) Tel No. (Bus)

(Res) (Res)

(Cell) (Cell).....

(Fax) (Fax).....

(E-mail) (E-mail)

Place of Business, or Employment

Occupation

ACCEPTED BY THESELLER on this theday of2020

The SELLER warrants that the price reflected in clause 1 above is the true consideration in this transaction and that no other consideration (other than those contained in this agreement) is involved between the parties directly or indirectly.

AS WITNESS **SELLER**.....

AS WITNESS:

AS WITNESS: **SELLER'S SPOUSE:**

AS WITNESS:

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



THE FOLLOWING INFORMATION IS REQUIRED FOR THE PURPOSES OF TRANSFER AND/OR BANK LOANS

SELLER

SPOUSE

Surname

Surname

Full names

Full names

I.D. Number

I.D. Number

Date of Birth

Date of Birth.....

Place

Place.....

(How married (in Community of Property/Out of Community of Property/Married outside the Republic of South Africa) or Widow, Spinster, Divorcée, etc.

.....

Date of Marriage

Present Address

Postal Address

Future Postal Address

Tel No. (Bus)

Tel No. (Bus)

(Res)

(Res)

(Cell)

(Cell).

(Fax)

(Fax).....

(E-mail)

(E-mail)

Place of Business, or Employment

Occupation

ACCEPTED BY THEDEVELOPER on this theday of2020

AS WITNESS **SELLER**

The Developer warrants that the price reflected in clause 1 above is the true consideration in this transaction and that no other consideration (other than those contained in this agreement) is involved between the parties directly or indirectly.

Conveyancer's Name: SPIES BESTER POTGIETER

E-mail: admin@sbplaw.co.za

Tel Number: 012 342 2933

