

**OFFER TO PURCHASE  
WHICH BECOMES A  
DEED OF SALE  
UPON ACCEPTANCE**

**(IDENTITY NUMBER \_\_\_\_\_)**

Address (Physical:) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel no: \_\_\_\_\_

(hereinafter referred to as the "**PURCHASER**")

hereby offer to buy from

**(IDENTITY NUMBER \_\_\_\_\_)**

**AND**

**(IDENTITY NUMBER \_\_\_\_\_)**

Address (Physical:) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "**SELLER**")

the undermentioned property.

## 1. PROPERTY

- 1.1 **Section Number xx** as shown and more fully described on the Sectional Plans SS.225/89 (108/1987) in the Sectional Title Scheme known as Stormhaven Park, Somerset West of which the floor area is \_\_ m<sup>2</sup> (\_\_\_\_\_) square meters in extent (also known as Unit 48G, Stormhaven Park, Bizweni Avenue, Somerset West); and

**Section Number xx** as shown and more fully described on the Sectional Plans SS.225/89 (108/1987) in the Sectional Title Scheme known as Stormhaven Park, Somerset West of which the floor area is \_\_ m<sup>2</sup> (\_\_\_\_\_) square meters in extent (also known as Garage 48G, Stormhaven Park, Bizweni Avenue, Somerset West); and

With all fixtures in the property.

- 1.2 Together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Title Plan.

## 2. PURCHASE PRICE

The purchase price is the sum of R\_\_\_\_\_.  
(\_\_\_\_\_ THOUSAND  
RAND) payable as follows:

- 2.1.1 On date of registration of transfer.

- 2.2.2 The purchase price shall be guaranteed by the Purchaser furnishing the Transferring Attorneys within 10 (ten) days of being called upon to do so with a Bank Guarantee on such terms and conditions as may be reasonably prescribed by the Transferring .

## 3. OCCUPATION AND POSSESSION

On date of registration of transfer whichever occurs first, the risk profit and loss in the property sold hereby shall pass to the Purchaser. If necessary, an Addendum regarding occupational rental will be added.

**4. PLACE OF PAYMENT**

All payments are to be made at the address requested by the Seller or her / his agent \ representative.

**5. TRANSFER**

Transfer will be attended to by Attorney \_\_\_\_\_ as soon as possible.

**6. VOETSTOOTS**

The property is sold "Voetstoots" and the Seller shall not be liable for any defects herein, either latent or patent, and gives no guarantees other than those contained herein.

**7. TITLE CONDITION**

The Property is sold as described in the Title Deeds pertaining to the property and subject to all such conditions and servitudes therein contained.

**8. RULES**

The Purchaser acknowledges that he/she is aware of the Rules of the Body Corporate and the House Rules and that upon transfer of the unit into his/her name, he/her will become a member of the Body Corporate established for the building. The purchaser binds himself/herself and his/her successors in title to the said conditions and accepts the unit subject to all the provisions of the Sectional Title Act relating to the duties and powers of the Body Corporate, in particular, the Purchaser assumes responsibility for the monthly levy payable to the Body Corporate.

The Purchaser in particular acknowledges that he/she is aware that on the resale of the unit and in terms of Rule 76 of the Management Rules of Stormhaven Park Body Corporate, an amount is payable to the Body Corporate to be retained by it in a Levy Stabilization Fund.

**9. EXTENT**

The Seller shall not be liable for any deficiency in extent which may be found by re-survey of the property, but shall also not benefit from any surplus and similarly the Purchaser shall have no claim against the Seller arising from such cause of action.

**10. REPRESENTATIONS**

The Parties acknowledge that this agreement constitutes the entire agreement between them and that no other conditions, provisions, guarantees or representations of any kind whatsoever has been made by any party or by such parties authorised agent other than those contained herein.

**11. AMENDMENTS**

No amendment or alteration of this Agreement shall be binding or of any force or effect unless the same has been reduced to writing and signed by both parties.

**12. DOMICILIUM CITANDI ET EXECUTANDI**

The parties choose as domicilium citandi et executandi for the delivery / acceptance of any notice or other documents in respect of this Agreement the address as set out at the start of this Agreement.

**13. BREACH OF CONTRACT**

Should the Purchaser fail to fulfill any of the terms of this Agreement, the Seller shall have the right to;

13.1 give the Purchaser 10 (TEN) days written notice to remedy such breach failing which the Seller shall be entitled to, if the purchase price remains in arrears, to;

13.2 cancel this Agreement with immediate effect without prejudice to the Seller's further rights and without further notice; and

(a) retain all amounts paid by the Purchaser in terms hereof to the Seller and his attorney, which amounts will be forfeited to the Seller as liquidated damages;

(b) or claim damages from the Purchaser in the event of which the aforesaid amounts paid to the Seller's Attorneys will be held in trust until the settling of the dispute / claim of the Seller.

**OR**

13.3 To claim immediate fulfillment of this Agreement and damages suffered.

**14. COSTS**

The Purchaser shall be liable and pay on demand from the Seller's Attorneys all transfer duty, stamps and conveyancing fees and all other costs necessary in order to comply with any authorities requirements and if necessary all surveyors costs and costs of Diagrams.

**15. REPRESENTATIVE**

Any person signing this agreement as a representative of a Trust, Close Corporation, Company or similar body binds himself / herself personally as surety and co-principal debtor to the Seller for the due and punctual fulfillment of all the conditions herein contained by such Purchasers, to these effects such person signing on behalf of the Purchaser renounces the benefits of the legal exceptions non numerata pecunia, non causa debiti, errore calculi, revision of accounts, de duebus pluribus reis debendi, the full meaning of which such person is aware of.

**16. ELECTRICAL AND BEETLE**

The Seller shall at the Sellers costs, provide the Purchaser with certificates of compliance (issued by a competent professional) for

- 16.1 the electrical reticulation of the property sold hereby complies with the terms of the Electrical Installation Regulation of 1992; and other applicable legislation
- 16.2 the accessible timber of the property as being free from the infestation thereof by hylotrupes bajulus or oxypleuris nodieri beetles

Should any remedial works be necessary in order to have the property sold hereby comply with the above same shall be for the Sellers account.

**17. OFFER**

This agreement whilst only signed by the Purchaser constitutes an offer open for acceptance by the Seller on or before **\_\_h00 on (Date)** \_\_\_\_\_ failing which this offer shall lapse and be of no further cause or effect. If signed by the Seller timeously it becomes a binding sale. Acceptance of this offer by the Seller shall be accomplished by the Seller signing this document and handing a completed copy thereof to the Purchaser or his authorized agent before expiry of the time and date mentioned above.

If the Seller should receive a more acceptable offer before accepting this offer then he / she must refer such new offer to the Purchaser who must match or improve thereon within 24 hours, failing which the Seller shall be free to accept such new offer.

This offer is subject to the consent of the heirs after acceptance by the executor, as well as subject to the consent of the Master of the High Court, Cape Town in terms of Section 42(2) of the Administration of Estates Act 1965, as amended.

**SIGNED AT ..... ON THIS ..... DAY OF ..... 2020  
AS WITNESSES**

1. ....  
.....  
**PURCHASER**

2. ....

**SIGNED AT ..... ON THIS ..... DAY OF ..... 2020  
AS WITNESSES**

1. ....  
.....  
**SELLER**

2. ....

**AS WITNESSES**

1. ....  
.....  
**SELLER**

2. ....