



**Valuable property service guaranteed**

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Valuables Properties , 1 Weijlandtzicht, Durbanville, 7550 Tel: 021-9103525

## **SECTIONAL TITLE OFFER TO PURCHASE**

### **BUYER**

Company name / Surname:..... I D / Reg. No.....

Full names :..... Email Address.....

Spouse full names :..... I D No:.....

Marital status : COP/.....ANC/.....Widow/.....Div/.....Never married.....

Married on :.....Maiden name :.....

Home address :..... Tel no:.....

Business address ..... Tel no:.....

Bus. Address (Wife)..... Tel no:.....

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### **SELLER**

Surname :..... I D No.....

Full names :..... Email Address .....

Spouse full names :..... I D No:.....

Marital status : COP/.....ANC/.....Widow/.....Div/.....Never married.....

Married on :.....Maiden name :.....

Home address :..... Tel no:.....

Business address (Husband)..... Tel no:.....

Bus. Address (Wife)..... Tel no:.....

**THE PROPERTY**

Situated at: \_\_\_\_\_

Erf No :

UNIT No / Sec No

LEVY

FLAT No			
GARAGE No			
OTHER			

B.Participation quota:\_\_\_\_\_

C. An undivided share in the common property in the land and buildings.

D. EXCLUSIVE USE AREAS:

LEVY

GARDEN AREA			
PARKING No			
OTHER			

Sectional Plan no: \_\_\_\_\_ in the building known as:

\_\_\_\_\_

**1.PURCHASE PRICE**

R..... rand)

The seller warrants that the purchase price reflected above, is the true consideration of this transaction and that no other consideration is involved between the parties directly or indirectly.

**2. DEPOSIT**

R.....rand

2.1 Will be paid:

2.1.1 Two (2) days after bond approval

2.1.2 within .....days after acceptance of this offer

And is payable to the Sellers conveyances. Interest accrues to the purchaser until the date of transfer.

2.2 The **balance / full purchase** price is payable in cash against registration of transfer. The purchaser shall arrange for the issuing of an acceptable irrevocable guarantee within,

2.2.1 14 days of bond approval

2.2.2 14 days after paying the deposit

2.2.3 14 days of accepting this offer..

**3. COMMISSION**

A commission of .....will be paid by the seller to Valuables Properties (Bellville) on date of transfer.. The Seller and Purchaser hereby authorize the conveyances to ensure payment of the commission to Valuables Properties (Bellville) on date of transfer. ....Percent of the commission is payable to .....confirming an agreed split of the commission.

#### 4. VOETSTOOTS

The property is sold voetstoots and subject to all registered conditions and servitudes. The Purchaser acknowledges that no warranty or representations have been made to him other than as set out herein. All faults are depicted on page

#### 5. TRANSFER

The Sellers conveyances shall effect transfer on ...../...../ 2024 or as soon as possible thereafter. All transfer costs and bond registration costs will be paid by the Purchaser.

#### 6. POSSESSION

Possession shall be given to the Purchaser on.....2024 or at the latest the date of registration from which date the Purchaser shall receive the benefits of the property and the property shall be at his sole risk. Should occupation by the Purchaser take place before date of registration, the Purchaser pay the Seller R.....p/m in advance as occupational interest until transfer is registered. Such payments will be paid in advance monthly.

#### 7. MORTGAGE BOND

7.1 This sale is conditional upon a mortgage bond or loan for an amount of R..... recommended by a Financial Institution by ...../ 2024 . The application will be submitted to....., ....., .....,.....

7.2 The Purchaser hereby authorizes Valuables Properties (Bellville) to apply for the required loan.

7.3 The receiving of the written offer / quotation (“granted quotation”) from the Banks , as mentioned above, before or by 17:00 on the ...../ 2024

- 7.3.1 *This condition shall be deemed to be met as soon as a pre-agreement or quotation is issued in terms of section 92 of the National Credit Act, for the above sum, (or such lesser sum as the purchaser is prepared to accept) and on such reasonable terms and conditions as the money lender deems appropriate, and shall (in the event that the money lender is not subject to the National Credit Act or otherwise) include a letter of grant or any other document wherein it is recorded that the money lender is willing to lend the purchaser the above sum for the acquisition of this property (the intention being to define the meaning of the word “loan”, as widely as possible)*
- 7.3.2 *This condition shall also be deemed to be met should a “conditional grant” or “approval in principle” (AIP), or any other similar document be issued by the above date, which is subject to a valuation, provided that, value is found within 5 business days of the issue of the said document, and in such instance, where a conditional grant or AIP or other such document is issued by the aforesaid date, the deadline above to obtain a final loan, will be automatically extended for 5 business days in as much as need be.*
- 7.3.3 *Should a loan be obtained in the form of a quotation or any other document requiring formal acceptance by the purchaser, for the above sum and by the said due date, on a money lender’s normal conditions (defined to mean cancellation of all existing mortgage bonds over the property; registration of a mortgage bond in favour of the money lender as security and registration of transfer of the property onto the purchaser’s name), should the purchaser fail to accept same, resulting in this sale lapsing, the purchaser shall be liable for all damages sustained by the purchaser and agency on the basis of fictional fulfilment.*
- 7.3.4 *In the event that the loan which is offered or granted, contains any conditions other than the aforesaid normal conditions (and not already reflected elsewhere in this offer to purchase) which first requires the sale and/or transfer of other property; or cancellation of an existing mortgage bond; or settlement of any other debt, or poses any other condition which may incur any additional costs, other than normal transfer and bond registration costs; or if it will result in a delay of the intended transfer date of this property, this condition will only be deemed to be met, should the seller agree thereto in writing, within 5 business days of being made aware of the condition/s, and further on condition that the purchaser accepts such a loan within the time allowed by the money lender.*
- 7.3.5 *In the event that the purchaser obtains and/or accepts a loan less than that required in 1 above, he/she shall be required to secure the balance by way of payment into the transferring attorneys trust account within 5 business days of acceptance of the lesser loan, failing which the seller may cancel the sale forthwith.*

## **8. BODY CORPORATE**

- 8.1 The Purchaser acknowledges that he is aware of the Rules of the Body Corporate and House Rules that are applicable to this Development and that upon transfer of the unit into his name, he will become a member of the Body Corporate established for the building. The Purchaser binds himself and his 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.
- 8.2 \* It is recorded that a real right of extension of the Sectional Title Scheme as contemplated in Section 25 of the Sectional Titles Act 95 of 1986 is registered in favour of the developer or body corporate of the scheme.
- 8.2 \* It is recorded that no real right of extension of the Sectional Title Scheme as contemplated in Section 25 of the Sectional Titles Act 95 of 1986 is registered in favour of the developer or body corporate of the scheme.

## **9. BEETLES**

The Seller undertakes at own costs to have all accessible portions of the buildings inspected for possible infestation by Oxypleuris Nodieri an Hyloptrupes Baljules beetles, as well as for replacement of any such infested timber by pre-treated timber.

## **10. ELECTRICAL, PLUMBING (WATER) AND GAS CERTIFICATES**

The Seller undertakes at own costs for obtaining an Electrical certificate as well as the newly required Plumbing and Gas Certificates of Compliance ( **gas where applicable**) in accordance with the new regulations / stipulations as well as to pay for all repairs to be done as needed.

**Kindly note** that the electrical COC does not cover appliances like a stove, inverters / batteries (loadshedding back-up), pool pump etc as the COC covers up until the connection to the aforementioned appliances. The equipment does not form part of the electrical COC, but the wiring and switchgear used to connect does however form part of the electrical COC.

## **11. SAFEGUARD AND ACKNOWLEDGEMENT**

The Purchaser acknowledges that he / she was introduced to the property by Valuables Properties and absolves the Seller and /or Valuables Properties against any possible claim for commission from another agency. Valuables Properties Bellville cannot be held responsible for any misrepresentation made by the Seller with regard to any fixtures or fittings, swimming pool and fittings, building plans, undisclosed leaks and defaults. The purchaser / seller acknowledges that the agent has explained the meaning and implications of all the material provisions of this agreement to him / her and that he / she fully understands his / her obligations in terms hereof.

## **12. FORFEITURE**

Should the purchaser fail to fulfill any of his obligations regarding this contract the Seller or his agent shall have the right to :

- 11.1 Hold the Purchaser to the contract or
- 11.2 Cancel the contract after payment of commission to Valuables Properties (Bellville) or
- 11.3 Retain any amounts paid as deposit as liquidated damages.

## **13. FIXTURES**

The property is sold with the following fixtures and fittings :

- 13.1 All fixed carpets
- 13.2 Build-in cupboards
- 13.3 See the attached " CONTROL LIST " (See page ..... of this document)

.....

## **14. SPECIAL CONDITIONS**

.....

.....  
.....  
.....

**15. IMPROVEMENTS**

The Purchaser may not make any alterations or improvements to the property until transfer has been effected.

**16. EXPIRATION**

The acceptance of this offer by the Seller must be agreed to before midnight on .....2024 and until then is irrevocable by the Purchaser.

**17. SALE OF PROPERTY**

This offer is subject to the successful conclusion of the sale of the Purchaser's property being.....  
.....for the sum of R..... or lessor acceptable amount within .....days of acceptance of this offer. The Purchaser hereby appoints Valuables Properties (Bellville) as his sole agent for this period.

**18.DOMICILIUM / ADRESS FOR NOTICES**

Any notices to the Seller or Purchaser in terms of this agreement will be addressed to them accordingly or alternatively to Leonard Smallbones (Valuables Properties- Bellville) of 1 Weijlandtzicht, D' Urbanvale, 7550 and will be considered satisfactory notice for the purpose of this agreement.

**19. SOLD BOARDS**

Permission is granted to Valuables Properties to display a Sold Board on the premises for a period of 14 days after registration.

**20. COOLING OFF PERIOD AND THE CONSUMER PROTECTION ACT**

With regard to Section 29 (a) of the Alienation of Land Act 68/1981 the purchaser has the right to revoke this offer or terminate this agreement by written notice to be delivered to the Seller or his agent within 5 days (excluding the date of signing, Saturdays, Sundays and Public holidays) Such notice will have no effect unless it:

- Is signed by the purchaser or his agent acting on his authority
- Refers to this offer or agreement as the offer or agreement that is being revoked or terminated
- Is unconditional

Further, the Seller declares that he/she is / is not selling this property in the ordinary course of his / her business. In the event that the Seller declares that he /she is selling the property in the ordinary course of his/her business, then the provisions of the Consumer Protection Act 68 of 2008 apply to the Seller's disclosures herein.

**21. 72 Hour Clause:**

Should the Seller receive another offer through **Valuables Properties** to purchase his property, prior to the fulfillment of all suspensive conditions, or in the event of a cash transaction where irrevocable guarantees are still to be presented, which offer he, in his sole discretion, finds more acceptable and wishes to accept, (including supportive documentation as proof of the finalized /

fulfilled new offer), then the Purchaser herein shall be notified of such fact in writing and shall have 72 hours (weekends and Public holidays excluded) from time of receipt of such notice to waive in writing the benefit of all suspensive conditions in this agreement and/ or timeously provide the required irrevocable guarantees to secure this transaction , thereby binding the Purchaser unconditionally to the agreement failing which, the agreement will lapse and be of no further force or effect.

I understand the full contents of this clause :..... (Buyer).....(Seller)

**22. POPIA CONSENT**

The Seller and Purchaser hereby give their consent to all parties hereto, together with consent to the Conveyancing Attorneys who will register transfer of the property, to process their personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

**23. AUTHORITY TO SIGN AGREEMENT**

The PURCHASER and SELLER hereby warrant that all written consents, permits and/or resolutions required by law in order for this AGREEMENT to be signed and to bring about a lawfully binding contract, have been obtained prior to signature hereof and will be produced when called upon to do so.

Signed at .....on this .....day of .....2024

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SPOUSE

Accepted at .....on this .....day of .....2024

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SPOUSE

Accepted on behalf of Valuables Properties (Bellville) .....

Seller's Conveyances ..... Tel :.....

.....Fax :.....

**Bond details : / Existing Bonds :**

Institution:.....Branch : .....

Account number :.....Amount :.....

