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## OFFER TO PURCHASE

This document serves as a legally binding memorandum of the sales agreement between the parties, to be enacted as a Deed of Sale upon signature by both the Purchaser(s) and Seller(s).

### PURCHASER DETAILS

#### PURCHASER 1

Full Name: \_\_\_\_\_

ID Number: \_\_\_\_\_

Represented by: \_\_\_\_\_

#### PURCHASER 2

Full Name: \_\_\_\_\_

ID Number: \_\_\_\_\_

Represented by: \_\_\_\_\_

The offer is made to purchase the property listed below through Mandated Property Group.

Property Details: \_\_\_\_\_

### SELLER DETAILS

#### SELLER 1

Full Name: \_\_\_\_\_

ID Number: \_\_\_\_\_

Represented by: \_\_\_\_\_

#### SELLER 2

Full Name: \_\_\_\_\_

ID Number: \_\_\_\_\_

Represented by: \_\_\_\_\_

**SECTIONAL TITLE**

Erf Nr: \_\_\_\_\_ Unit Nr: \_\_\_\_\_ Door Nr: \_\_\_\_\_ Garage Nr: \_\_\_\_\_ Carport Nr: \_\_\_\_\_ Parking Nr: \_\_\_\_\_)

Common Property Share: \_\_\_\_\_

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

Body Corporate: \_\_\_\_\_, Tel No. : \_\_\_\_\_

Full Title:

Erf Nr: \_\_\_\_\_ Suburb: \_\_\_\_\_ Township: \_\_\_\_\_

Street Address: \_\_\_\_\_

Homeowners Association: \_\_\_\_\_, Tel Nr: \_\_\_\_\_

Being a vacant stand: \_\_\_\_\_

1. **PURCHASE PRICE:**

1.1. The purchase price is R \_\_\_\_\_

1.2. ( \_\_\_\_\_ )

Seller to Indicate the following:

The seller hereby confirms that the property is sold as a VAT able item. The seller will pay the VAT to SARS. The purchase price therefore includes VAT;\* or

The seller hereby confirms that he is not registered for VAT and therefore transfer duty is payable by the purchaser to the South African Revenue Services:

\*mark in block

1.3. The purchase price is payable as follows:

R \_\_\_\_\_ ( \_\_\_\_\_ ) as an initial deposit within \_\_\_\_\_ ( \_\_\_\_\_ ) working days from acceptance of this offer by the seller.

R \_\_\_\_\_ ( \_\_\_\_\_ ) as a further cash payment will be paid by the purchaser as follows:

1.4. Bank guarantees for the balance R \_\_\_\_\_ ( \_\_\_\_\_ ) payable on registration will be supplied by the purchaser by \_\_\_\_\_.

2. BOND APPROVAL:

- 2.1. This offer is subject to the purchaser securing a bond approval R \_\_\_\_\_ ( \_\_\_\_\_ )  
by \_\_\_\_\_.
- 2.2. The purchaser commits to applying for the bond within 7 days of offer acceptance.
- 2.3. If the purchaser obtained a bond for an amount less than the amount stipulated in clause 2.1, he may unilaterally, in writing, in full or partially, waive the suspensive condition before the date of fulfillment.
- 2.4. The undersigned hereby authorizes the agent or appointed bond originator to initiate and seek bond approval on their behalf. The designated bond originator for this process is IMO, with assistance provided by bond assistants Louise Loesch, contactable at 081 422 0492, and Laurelle Damant, available at 081 473 4023. Correspondence regarding bond origination can be directed to admin15@independentmortgages.co.za.

3. OCCUPATION:

- 3.1. Occupation of the property shall be given to the purchaser on \_\_\_\_\_  
OR as per agreed addendum If applicable, the occupational rent is paid in advance. If the date of occupation does not coincide with the registration date, the party enjoying occupation of the property whilst it is registered in the name of the other party, shall pay the other party:  
  
Occupational rent amount: R \_\_\_\_\_ ( \_\_\_\_\_ )
- 3.2. This amount is to be paid to the transferring attorney, on or before the first of every month without any deductions or bank charges.
- 3.3. From the occupation or registration date, whichever is earlier, the purchaser will assume responsibility for all utility charges.
- 3.4. In the event transfer of the property has not taken place within 6 (six) months after the fulfilment of all the suspensive conditions herein as a result of the purchasers delay, the occupational rent will be adjusted with immediate effect to an amount equal to 1% of the full purchase price per month.
- 3.5. The parties agree that there is no lease agreement between them and therefore no rights and obligations as created in the Housing Rental Act 50 of 1999 are applicable.
- 3.6. The property is sold with all permanent fixtures and fittings, guaranteed fully paid and owned by the seller, inclusive of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And excluding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. FINANCIAL COMPLIANCE:

The seller assures that all bonds, municipal, and levy accounts are settled and commits to maintaining this status until the transfer date. They also agree to cover any shortfall in the purchase price necessary for bond and account settlements. Both parties guarantee to SARS that their tax affairs are in order, and if not, they pledge to promptly rectify any discrepancies.

5. TRANSFER COSTS:

Upon fulfilment of all conditions, the transfer attorney will initiate the property transfer. The purchaser is responsible for paying transfer duties and associated fees promptly to the designated attorneys. Both parties must provide necessary FICA documentation and sign all required paperwork to facilitate the transfer. The seller will bear the costs for cancelling any existing mortgage bonds, with these expenses recoverable from the sale proceeds.

6. RISK, VOETSTOOTS AND TITLE CONDITIONS:

Upon the completion of the property's transfer registration, the buyer will inherit ownership along with all associated risks, liabilities, and financial obligations such as levies, property rates, and any other expenses related to the property.

7. PATENT DEFECTS

Patent defects are visible flaws or issues in the property that can be detected through a normal inspection, including zoning and building compliance. Buyers are legally required to inspect the property thoroughly and are presumed to accept these visible defects upon signing the agreement. If the buyer does not perform these inspections, it is assumed they acknowledge and accept the property's condition, including any patent defects.

8. LATENT DEFECTS:

8.1. The property is sold "as is" (voetstoots), incorporating all terms, conditions, and servitudes noted in applicable title deeds, available for public verification at the deeds office. This includes adherence to all existing or new legal and township establishment conditions, barring normal wear and tear, up to the transfer date.

8.2. The buyer cannot claim against the seller for undisclosed latent defects if the seller was unaware. Sellers must list known latent defects prior to contract signing and attached annexures. Agents are exempt from liability for undisclosed defects. Buyers must recognize any body corporate or homeowners association terms related to the property.

9. PENALTY CLAUSE

Should delays in the registration process be attributable to either the seller or purchaser, the responsible party will incur penalty interest on the complete purchase amount. This interest is calculated for the duration of the delay at a rate of 5.5% above the prevailing repo rate, as determined periodically by the Reserve Bank.

10. PROFESSIONAL FEE AGREEMENT:

10.1. The professional fee for the agent, as stipulated in the attached professional fee agreement and endorsed by the seller, is due upon the acceptance of this offer and the satisfaction of any contingent conditions. This fee is to be disbursed by the transferring attorney upon the transfer of the property, unless a different agreement is documented in writing.

10.2. In circumstances where the sale is nullified, whether through mutual consent or due to non-fulfilment of obligations by any party, both the seller and purchaser are jointly and severally responsible for the payment of the agent's professional fee. This fee becomes immediately payable upon demand, regardless of the status of any contingent conditions.

10.3. Acknowledgment is given that Mandated Property Group plays a pivotal role in facilitating this transaction, with rights reserved to post a "sold" signpost on the property upon the conclusion of contingent conditions, lasting until a month post-registration.

10.4. Should disputes arise concerning the professional fee, all parties have agreed to arbitration under the Council for Estate Agencies' Arbitration Tribunal, whose rules and constitution are integrally adopted into this agreement.

10.5. All costs, including legal fees on an attorney-client basis incurred in the process of fee collection, will be borne by the liable party, payable to the agent as incurred.

11. BREACH AND JURISDICTION:

11.1. Should either the buyer or seller fail to rectify a breach within seven working days of receiving a notice, they are entitled, without forfeiting any rights, to either cancel the agreement and, if applicable, retain any deposits (minus the agent's fee and other payments made by the buyer as a penalty or liquidated damages) or enforce the agreement's terms, including the payment of the purchase price and any damages.

11.2. Additionally, both parties agree to the jurisdiction of the Magistrate's Court for any disputes, regardless of whether the dispute exceeds the court's jurisdiction.

12. DOMICILE AND NOTICE PROVISION:

12.1. Each party has nominated their *domicilium citandi et executandi* as the address detailed in the attached information sheet, where all legal notices and processes related to this agreement can be validly delivered and served.

12.2. Furthermore, it's agreed that fax numbers and email addresses provided in the information sheet can also serve as additional contact points for notices. Proof of sending such notices will be established through fax delivery reports or email confirmations.

12.3. Notices required under this contract must be in writing and sent to the designated domicile address, fax, or email. Receipt of these notices will be presumed based on the delivery method: the fifth business day after mailing for registered post, the date of hand delivery, or the date indicated on fax or email confirmations.

12.4. Parties are permitted to update their *domicile* address, provided it remains within South Africa and proper notification is given in accordance with this clause.

13. ELECTRICITY COMPLIANCE CERTIFICATION

Under the Electricity Regulation Act 85 of 1993, the seller is required to furnish a valid Electrical Certificate of Compliance to the transferring attorney within seven days following the satisfaction of conditions outlined in clause 2.1, yet before the property's occupation. This certification, which must be issued by a certified electrician and not exceed three months in age, verifies the property's electrical systems and any modifications comply with the statutory requirements. Should the installation of any Solar Photovoltaic (PV) systems or backup systems necessitate changes to the electrical setup post-certification, a new or supplementary certificate must be obtained. The seller assures that all electrical systems, including any solar, PV, or backup systems and appliances, are operational and commits to rectifying any issues at their expense prior to the transfer.

14. GAS COMPLIANCE CERTIFICATE REQUIREMENT:

In the presence of permanent gas installations or appliances, the seller is required to procure, at their own cost, a Gas Compliance Certificate within seven working days post-fulfilment of conditional terms and prior to occupation. This certificate, mandated by the Occupational Safety and Hazards Act 85 of 1993, must be issued by a registered LP gas practitioner or approved authority, confirming the installation's compliance, including any modifications. The seller ensures all gas installations and appliances are functional and commits to addressing any necessary repairs before the property transfer.

15. ELECTRIC FENCE COMPLIANCE CERTIFICATE:

Under Regulation 12 of the Electrical Machinery Regulations, as stipulated by the Occupational Health and Safety Act (Act 85 of 1993), the seller is obligated to procure an Electric Fence Compliance Certificate for properties equipped with electric fencing. This certificate, which must be obtained within seven days post-fulfilment of conditional terms yet before the

property's occupation, is to be issued at the seller's expense. The seller ensures the electric fence installation's functionality and agrees to undertake any necessary repairs to maintain compliance prior to the property's registration.

16. REPRESENTATION, LIABILITY, AND SURETY:

- 16.1. This clause delineates the responsibilities and obligations regarding representation, liability, and surety. When an individual signs this agreement as a representative for an entity yet to be established, they accept personal liability for the entity's adherence to the agreement's terms. This encompasses obligations as a surety and co-principal debtor for the entity's fulfilment of its contractual duties.
- 16.2. The agreement mandates the timely incorporation and ratification of the entity post-signature, specifying deadlines for these actions. Signatories for existing legal entities also undertake personal liability to guarantee the entity's compliance with the agreement.
- 16.3. Furthermore, the agreement assures compatibility with relevant legal frameworks, including the Companies Act, Close Corporation Act, and Trust Property Control Act, ensuring the signatory's authority and the agreement's alignment with the entity's founding documents. In scenarios involving multiple sellers or purchasers, joint and several liabilities for contractual obligations are established.

17. SOLE AGREEMENT, AMENDMENT, AND INTERPRETATION:

- 17.1. This document represents the complete and exclusive agreement between all involved parties, negating any effect of warranties, representations, or conditions not explicitly stated herein.
- 17.2. Amendments to this agreement, including any of its terms, require written documentation duly signed by all parties to be valid.
- 17.3. Lapses in enforcement or the waiver of any provisions will not diminish a party's rights under this agreement, nor will it inhibit their future exercise of those rights.
- 17.4. Both buyer and seller affirm their comprehension of the agreement's contents. The presence of blank spaces at the time of signing does not invalidate the agreement.
- 17.5. All references within the agreement to singular or plural forms and gender will be interpreted inclusively, as applicable.

18. HANDLING OF PERSONAL INFORMATION:

- 18.1. In compliance with the Financial Intelligence Centre Act (FICA) and the Protection of Personal Information Act (POPIA), this section outlines the obligations for handling personal information. Upon signing this offer, both purchaser and seller are required to submit the necessary personal information. This data, along with any additional documentation required under FICA or other relevant legislation, will be safeguarded as per POPIA guidelines, used solely for the transaction's purposes, and not disclosed to unrelated parties.
- 18.2. The agreement permits the necessary processing of all transaction-related information by the involved service providers, including estate agents, financial institutions, legal representatives, municipal authorities, SARS, and any associated bodies corporate or homeowners' associations, as legally or reasonably necessary to facilitate the sale, transfer, and financing of the property.
- 18.3. This encompasses the processing of personal and financial data critical for assessing fund availability and mortgage loan eligibility, reflecting on the income, creditworthiness, and tax compliance of the involved parties. Any inaccuracies in personal data can be rectified or deleted upon request unless retention is legally mandated. Specific consent is also given for the sharing of relevant information with legal representatives as required, excluding prohibited disclosures.

19. VALIDITY OF OFFER:

This offer remains irrevocable until \_\_\_\_\_ h on \_\_\_\_\_ on \_\_\_\_\_, becoming effective upon acceptance. This binding nature is upheld regardless of whether the acceptance notification has been received by the purchaser.

20. OTHER CONDITIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Offer made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**PURCHASER 1:**

FULL NAME : \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**PURCHASER 2:**

FULL NAME : \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Offer accepted at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE

WITNESS SIGN: \_\_\_\_\_ WITNESS NAME: \_\_\_\_\_

SELLER 1 SIGN : \_\_\_\_\_ SELLER 1 NAME: \_\_\_\_\_

SELLER 2 SIGN: \_\_\_\_\_ SELLER 2 NAME: \_\_\_\_\_

AGENT SIGN: \_\_\_\_\_ AGENT NAME: **AGENT: LINDA-ANNE FRITZ**

AGENT EMAIL: boksburg@mandated.co.za

\_\_\_\_\_  
PRINCIPAL - MANDATED

**TRANSFERING ATTORNEY:**

NAME: \_\_\_\_\_

TEL NO: (    ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

**BOND ATTORNEY:**

NAME: \_\_\_\_\_

TEL NO: (    ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

**BOND ORIGINATOR:**

NAME: \_\_\_\_\_

TEL NO: (    ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
PURCHASER 1

\_\_\_\_\_  
PURCHASER 2

\_\_\_\_\_  
SELLER 1

\_\_\_\_\_  
SELLER 2



## ANNEXURE A - REQUIRED PPRA IMMOVABLE PROPERTY CONDITION REPORT

The Seller, the registered owner of the Property, clarifies that this Addendum, part of the Deed of Sale, offers no warranties by either the Seller or Mandated Property Group. It is not a substitute for buyer-due inspections or warranties before sale finalization. The Seller authorizes Mandated Property Group to share this information in good faith with potential buyers regarding the Property's sale.

Procedure for Completing the Property Condition Form

2.1. The Seller should initially fill out this section by placing an "x" in the relevant box.

2.2. The Purchaser is then required to initial beside each statement in the corresponding box.

2.3. Should the Seller indicate "YES" for any statement, a detailed account of the defect must be provided in a separate document attached to this form.

STATEMENTS:	SELLER			PURCHASER INITIALS
	YES	NO	N/A	
I am aware of roofing defects.				
I am aware of electrical system defects.				
I am aware of defects in the electrical fence system (if applicable, otherwise not applicable).				
I am aware of plumbing system defects, including swimming pool issues.				
I am aware of heating and/or air-conditioning system defects, including issues with air filters and humidifiers.				
I am aware of septic and other waste disposal system defects.				
I am aware of any defects in the property's structure, basement, or foundation, including issues like cracks, seepage, bulges, flooding, dampness, wet walls, mold, or problems with drain tiling or sump pumps.				
I am aware of any structural defects.				
I am aware of the impact of remodeling or refurbishment on the property's structure.				
I am aware that all additions, alterations, improvements, or constructions were compliant with necessary local authority consents, permissions, and permits.				
I am aware of any structure on the property being designated as historic.				

\_\_\_\_\_  
PURCHASER 1

\_\_\_\_\_  
PURCHASER 2

\_\_\_\_\_  
SELLER 1

\_\_\_\_\_  
SELLER 2

**Seller's Affirmation**

The Seller declares the information in this addendum accurate to the best of their knowledge at the time of signing.

**Purchaser's Agreement**

By signing, the Purchaser acknowledges understanding the addendum's contents, including any defects and necessary repairs disclosed by the Seller, or commits to investigating these aspects before completing the sale.

Thus, done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS SIGN: \_\_\_\_\_ WITNESS NAME: \_\_\_\_\_

SELLER 1 SIGN : \_\_\_\_\_ SELLER 1 NAME: \_\_\_\_\_

PURCHASER SIGN : \_\_\_\_\_ PURCHASER NAME: \_\_\_\_\_

WITNESS SIGN: \_\_\_\_\_ WITNESS NAME: \_\_\_\_\_

AGENT SIGN: \_\_\_\_\_ AGENT NAME: LINDA-ANNE FRITZ

**ANNEXURE B – INFORMATION PAGE FOR THE PURCHASER**

PARTICULARS	PURCHASER 1	PURCHASER 2
Title:		
First Names:		
Surname:		
Id Nr:		
Co/Pty/Trust Name:		
Reg Nr:		
Tax Nr:		
VAT Nr:		
Tel – W:		
Cell Nr:		
Tel – H:		
Occupation:		
E-mail:		
Residential Address:		
Postal Address:		
Postal Code:		
Financing Source of cash amount:		
Are you a Prominent Public Official?      Yes/No		
Are you related to a Prominent Public Official?                      Yes/No		
Marital Status	Unmarried <input type="checkbox"/>	Unmarried <input type="checkbox"/>
	In community <input type="checkbox"/>	In community <input type="checkbox"/>
	Out of community <input type="checkbox"/>	Out of community <input type="checkbox"/>

\_\_\_\_\_  
Purchaser 1

\_\_\_\_\_  
Purchaser 2

**ANNEXURE C – INFORMATION PAGE FOR THE SELLER**

PARTICULARS	SELLER 1	SELLER 2
Title:		
First Names:		
Surname:		
Id Nr:		
Co/Pty/Trust Name:		
Reg Nr:		
Tax Nr:		
VAT Nr:		
Tel – W:		
Cell Nr:		
Tel – H:		
Occupation:		
E-mail:		
Residential address:		
Postal address:		
Postal code:		
Are you a Prominent Public Official? Yes/No		
Are you related to a Prominent Public Official? Yes/No		
Marital status	Unmarried <input type="checkbox"/> Married In community <input type="checkbox"/> Out of community <input type="checkbox"/>	Unmarried <input type="checkbox"/> Married In community <input type="checkbox"/> Out of community <input type="checkbox"/>
Existing Bond detail		
Bank name	Account number	Amount outstanding

ANNEXURE D – PROFESSIONAL FEE AGREEMENT

I/We \_\_\_\_\_

hereinafter referred to as the seller, the registered owner(s) of the property situated at,

Sectional Title: \_\_\_\_\_ Unit Nr: \_\_\_\_\_

in the scheme known as \_\_\_\_\_

Or

Full Title: \_\_\_\_\_ Erf Nr: \_\_\_\_\_

Suburb \_\_\_\_\_ (the "property")

This document verifies that **LINDA-ANNE FRITZ** \_\_\_\_\_ ( the agent), affiliated with Mandated Property Group, successfully facilitated the introduction of the specified purchaser known as \_\_\_\_\_ to the property in question, thereby being instrumental in the sale's completion. It is mutually agreed that the seller shall compensate the agent or their designated representative with the predetermined professional fee. The specified amount of this fee \_\_\_\_\_ ( \_\_\_\_\_ ) is to be disbursed by the property's transferring attorney, directed to Mandated Property Group or an authorized representative, prioritizing it against the property's registration under the new owner's name.

Agent Income Tax No: **SARS 9027973180** \_\_\_\_\_

Thus, done and signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS SIGN: \_\_\_\_\_

WITNESS NAME: \_\_\_\_\_

SELLER 1 SIGN : \_\_\_\_\_

SELLER 1 NAME: \_\_\_\_\_

SELLER 2 SIGN: \_\_\_\_\_

SELLER 2 NAME: \_\_\_\_\_

AGENT SIGN: \_\_\_\_\_

AGENT NAME: **LINDA-ANNE FRITZ** \_\_\_\_\_

AGENT EMAIL: **boksburg@mandated.co.za** \_\_\_\_\_