



# AuctionPro Property Offer to Purchase – Auction Sale

joe@auctionpro.co.za | 0601 08 08 08

## 1. PROPERTY DETAILS

To the Seller of: \_\_\_\_\_

Commonly known as: \_\_\_\_\_

I/We, the undersigned Purchaser(s), hereby offer to purchase the above-mentioned property through the agency AuctionPro Property, subject to the following terms and conditions:

## 2. PURCHASE PRICE

The purchase price shall be R\_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_ ), payable as follows:

2.1. A deposit of 10% of the purchase price (inclusive of commission) is payable on the fall of the hammer to AuctionPro Property. Commission due to AuctionPro Property will be deducted from this deposit.

2.2. The balance shall be payable to the Transferring Attorney within 30 days of signature of this agreement, either via unconditional financial guarantee or direct payment.

## 3. SALE "VOETSTOOTS"

The property is sold as is (voetstoots), subject to all existing title deed conditions, servitudes, and encroachments.

## 4. POSSESSION

Possession shall be given on date of transfer, either:

- With vacant occupation, or
- Subject to existing tenancies,

From this date, the Purchaser shall be responsible for a pro-rata share of all rates, taxes, levies, and utilities, and for the full maintenance of the property.

## 5. TRANSFER AND RISK

Transfer will be effected by a Conveyancing Attorney appointed by the Seller, upon payment of the full purchase price. Risk passes to the Purchaser on date of transfer.

## 6. COSTS

The Purchaser shall be liable for all transfer and bond registration costs, including:

- Attorney fees
- Transfer duty
- Deeds office charges
- Stamp duties
- Any other related costs

Such costs are to be paid on request by the Attorneys.

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## 7. OCCUPATIONAL RENT

If possession precedes registration, occupational rental at 1% of the purchase price per month (in advance) shall be payable to the party not in occupation, via the Transferring Attorney.

If transfer is delayed due to the Purchaser's actions, occupational rent shall accrue from the scheduled transfer date.

## 8. BROKERAGE / COMMISSION

Both Seller and Purchaser acknowledge that AuctionPro Property is the effective cause of this transaction.

Commission of 5% of the purchase price is payable by the Seller and will be deducted from the 10% deposit by AuctionPro Property.

## 9. OBLIGATIONS OF PARTIES

Both parties shall cooperate fully and timeously to fulfil the terms of this agreement and shall sign all necessary documents without delay.

AuctionPro Property may erect a SOLD sign on the property once any suspensive conditions are met and may remain until 30 days after transfer.

## 10. MARITAL STATUS

The parties warrant that all required spousal consents, as per the Matrimonial Property Act, have been or will be obtained.

## 11. BREACH

If the Purchaser fails to comply with any provision within 7 days of written notice, the Seller may:

- Demand full payment and damages; or
- Cancel the agreement, retain payments made, and claim damages.

In such event, AuctionPro Property reserves the right to claim its commission directly from the Purchaser.

## 12. DOMICILIUM

Each party chooses their address as stated below for legal notices (domicilium citandi et executandi) and consents to the jurisdiction of the Magistrate's Court.

## 13. FIXTURES

The sale includes all fixtures and fittings of a permanent nature, including:

- Fixed light fittings
- Fitted carpets

## 14. ADDITIONAL TERMS

14.1. Outstanding rates and taxes may be settled by the Conveyancer from the deposit, but remain the Seller's responsibility.

14.2. Electrical Certificate of Compliance (COC) to be provided by:

(Tick applicable)

Seller ☐

Purchase ☐

Additional clauses:

## 15. ENTIRE AGREEMENT

This agreement constitutes the entire contract between the parties. No representations or warranties, except those contained herein, are valid. Changes must be in writing and signed by both parties.

## 16. OFFER EXPIRY

This offer is irrevocable until midnight on: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

AuctionPro Property is hereby authorised to receive acceptance on the Purchaser's behalf.

## SIGNATURES – PURCHASER

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

Marital Statue: \_\_\_\_\_ Email: \_\_\_\_\_

Cell: \_\_\_\_\_ Other No. \_\_\_\_\_

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

Signature: \_\_\_\_\_ ID No. \_\_\_\_\_

Date: \_\_\_\_\_ At: \_\_\_\_\_

Witness 1: \_\_\_\_\_ Witness 2: \_\_\_\_\_ - \_\_\_\_\_

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

Cell: \_\_\_\_\_ Email: \_\_\_\_\_ - \_\_\_\_\_

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

\_\_\_\_\_

Signature: \_\_\_\_\_ ID No. \_\_\_\_\_

Date: \_\_\_\_\_ At: \_\_\_\_\_

Witness 1: \_\_\_\_\_ Witness 2: \_\_\_\_\_

### **SIGNATURES – SELLER**

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

Marital Statue: \_\_\_\_\_ Email: \_\_\_\_\_

Cell: \_\_\_\_\_ Other No. \_\_\_\_\_

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

\_\_\_\_\_

Bondholder: \_\_\_\_\_ Bond A/C: \_\_\_\_\_

Balance: \_\_\_\_\_ Transferring Attorney: \_\_\_\_\_

Signature: \_\_\_\_\_ ID No. \_\_\_\_\_

Date: \_\_\_\_\_ At: \_\_\_\_\_

Witness 1: \_\_\_\_\_ Witness 2: \_\_\_\_\_

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

Signature: \_\_\_\_\_ ID No. \_\_\_\_\_

Date: \_\_\_\_\_ At: \_\_\_\_\_

Witness 1: \_\_\_\_\_ Witness 2: \_\_\_\_\_

### **SIGNATURES – ACCEPTED by AUCTIONPRO PROPERTY**

Representee's Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_ ID No. \_\_\_\_\_

Date: \_\_\_\_\_ At: \_\_\_\_\_

Witness 1: \_\_\_\_\_ Witness 2: \_\_\_\_\_

### **BANKING DETAILS**

AuctionPro

FNB – Branch: 20 48 09

Account No: 626 977 06136