

**NEDBANK-OWNED PROPERTIES – ABRIDGED OFFER TO PURCHASE**

Please tell us how you were introduced to the property (tick applicable box)

 Nedbank Website  Estate Agent  Vendor  Nedbank Contact Centre  Media  Branches  Other 

If other please specify

All enquiries: 0860 911 007

Staffware case number ..... Email: pipsales@nedbank.co.za

NOP reference number ..... Fax: 011 495 8669

**PROPERTY DETAILS**

Erf number ..... Street number .....

Street name ..... Suburb .....

Town ..... Unit number .....

Flat/Door number ..... Flat/Complex name .....

**PURCHASER'S DETAILS**

Title (Mr/Mrs/Miss, etc) ..... First name(s) / Company name (purchaser) .....

Surname ..... Identity number/Company registration no .....

 Marital status Single  Yes  No Married in community of property  Yes  No

First name(s) (spouse/co purchaser) ..... Surname .....

Identity number ..... Telephone no (work) .....

Telephone no (home) ..... Fax number .....

Mobile number ..... Email address .....

If purchaser/spouse/co purchaser is a Nedbank employee, quote NB number .....

**OFFER DETAILS**

Offer amount R ..... Cash/Finance .....

If purchase to be financed Deposit amount R .....

Loan amount R .....

Financial institution .....

**ESTATE AGENT'S DETAILS**

Estate agency name ..... Agent name .....

Telephone no ..... Fax number .....

Mobile number ..... Email address .....

Agent's commission payable R ..... (6% of selling price, inclusive of VAT)

**GENERAL**

- Non-refundable deposit as advised in Approval in Principle letter payable in cash within two business days of receipt of letter.
- Bond approval to be submitted within 19 business days of receipt of formal Acceptance Letter.
- Abridged offer to purchase to be submitted with Annexure 1 to Offer to Purchase and Important Notes to Abridged Offer to Purchase.
- Staff offers are subject to Exco approval and consent from the Registrar of Banks at the South African Reserve Bank.

 .....  
 ((Purchaser's signature))

 .....  
 ((Agent's signature))

 .....  
 ((ddmmyyyy))

 .....  
 ((Approved/Declined))

 .....  
 ((Seller's signature))

 .....  
 ((ddmmyyyy))

Appointed transferring attorney ..... Contact telephone number .....

I, \_\_\_\_\_, hereby acknowledge that I know and understand all the clauses contained in the Agreement of Sale signed by me and in particular the following clauses are hereby expressly acknowledged:

**Clause 4****DATE OF OCCUPATION**

- 4.1** Occupation will be given to the Purchaser on the date of registration of the transfer of the Property, subject to clause 4.2 below or to the parties agreeing in writing on an alternative date of occupation.
- 4.2** Should the Property be occupied by any unauthorised third party/parties on the date of registration of transfer, the Purchaser shall be responsible to lawfully attend to such occupants at the Purchaser's own cost (with due consideration of the Prevention of Illegal Eviction from & unlawful Occupation of Land Act 19 of 1998 and any other relevant legislation). The Seller shall not be obliged to commence, nor conclude, any eviction applications in respect of such unauthorised occupants. The Purchaser fully understands and appreciates the responsibility placed on him in this regard, any potential risks, as well as the exclusion of liability on the part of the Seller in this regard.

**Clause 9****POSSESSION AND OCCUPATION**

- 9.3** The Seller does not warrant that the Purchaser will obtain vacant occupation and possession of the Property, and the Purchaser purchases the Property subject to any existing lease or right of occupation held by any other party. It is recorded that the Purchaser shall bear the cost of evicting any occupier who may be in unlawful/unauthorised occupation of the Property.

**Clause 17****KEY INFORMATION REGARDING THE PROPERTY**

**17.1** The Seller hereby advises the Purchaser of the following key aspects of the Property:

- As the Property was repossessed by the Seller:
  - the Property might not have been lawfully occupied for a period of time;
  - the Property may currently be occupied by an unauthorised occupant(s);
  - the Seller may not have maintained the Property; and/or
  - the Seller may not have had access to the Property prior to the sale as recorded in this Agreement.

The Purchaser fully understands and accepts the above disclosures in respect of the Property, as well as any risks that it may place on the Purchaser.

- 17.2** In addition to accepting the above disclosures, the Purchaser purchases the Property as is without warranty or any further representation as to its condition, nature or extent and subject to such conditions and servitudes as are mentioned or referred to in the current title deeds or that have been imposed by law. The Seller will not profit by any excess nor be answerable for any deficiency in the nature or extent of the Property.

**Clause 25****CONSENT TO MARKETING**

**25.1** By entering into this Agreement the Purchaser consents to:

- 25.1.1** the processing and further processing of the Purchaser's personal information by the Seller or any third-party operator appointed by the Seller;
- 25.1.2** the collection of information by the Seller from any other source to supplement the Purchaser's personal information that the Seller holds;
- 25.1.3** the retention by the Seller of records of the Purchaser's personal information;
- 25.1.4** the Seller sharing the Purchaser's personal information for marketing purposes with other companies in the Seller's group as well as third parties; and
- 25.1.5** the processing of the Purchaser's personal information for the purpose of direct marketing. Should the Purchaser not wish to be contacted by the Seller for the purpose of direct marketing, the Purchaser must tick the appropriate box below.



**IMPORTANT NOTES TO Offer to Purchase**

(Must be signed by the Purchaser)

- 1 The Purchaser must read the entire agreement before signing it as it has important legal consequences.
- 2 The Purchaser hereby acknowledges that, in addition to understanding and accepting the terms of the agreement, he fully appreciates the nature and consequences of the following clauses:

**Clause 3.2**

In order to reserve the property for the purchaser, an initial reservation fee is payable in cash to the Seller (as stipulated in the Approval in Principle letter) within two business days (i.e. calendar days excluding Saturdays, Sundays and local public holidays) of the offer being approved in principle by the Seller. (Cheque deposits will not be accepted)

**Clause 4.1**

Occupation will be given to the Purchaser on the date of registration of the transfer of the Property, subject to clause 4.2 below or to the parties agreeing in writing on an alternative date of occupation.

**Clause 4.2**

Should the Property be occupied by any unauthorised third party/parties on the date of registration of transfer, the Purchaser shall be responsible to lawfully attend to such occupants at the Purchaser's own cost (with due consideration of the Prevention of Illegal Eviction from & unlawful Occupation of Land Act 19 of 1998 and any other relevant legislation). The Seller shall not be obliged to commence, nor conclude, any eviction applications in respect of such unauthorised occupants. The Purchaser fully understands and appreciates the responsibility placed on him in this regard, any potential risks, as well as the exclusion of liability on the part of the Seller in this regard.

**Clause 9.2**

Should the Purchaser take occupation before transfer, the occupational rental payable will be 1% of the purchase price.

**Clause 9.3**

The Seller does not warrant that the Purchaser will obtain vacant occupation and possession of the Property, and the Purchaser purchases the Property subject to any existing lease or right of occupation held by any other party. It is recorded that the Purchaser shall bear the cost of evicting any occupier who may be in unlawful/unauthorised occupation of the Property.

**Clause 9.5**

The benefit, risk, profit and loss in respect of the Property shall pass to the Purchaser on the date of occupation. Without limiting the generality of the above statement, it is specifically recorded that the Purchaser is liable for all rates, taxes, levies and other imposts on the Property from the occupation date.

**Clause 13.1**

Should the Seller not be the registered owner of the Property at the date of the signing of this Agreement, this Agreement shall be subject to the resolute condition that it shall be of no force and effect should the Seller not become the owner of the Property within six months from the date of this Agreement. In this event any amounts paid to the Seller on account of the purchase price and deposits mentioned in clause 3 above shall be refunded to the Purchaser together with any interest earned thereon.

**Clause 13.2**

In the event that the Property is not transferred to the Seller as per clause 13.1 above, the Purchaser shall have no claim against the Seller for any damages suffered by the Purchaser.

**Clause 14.1**

In the event of the property described in clause 2 being the subject of liquidation and/or sequestration proceedings, which may delay the transfer of the property mentioned in clause 2 or render the transfer of the Property to the Purchaser impossible due to circumstances beyond the Seller's control, the Purchaser shall have no claim against the Seller for any damages suffered by the Purchaser.

**Clause 17.1**

The Seller hereby advises the Purchaser of the following key aspects of the Property:

- As the Property was repossessed by the Seller:
  - the Property might not have been lawfully occupied for a period of time;
  - the Property may currently be occupied by an unauthorised occupant(s);
  - the Seller may not have maintained the Property; and/or
  - the Seller may not have had access to the Property prior to the sale as recorded in this Agreement.

The Purchaser fully understands and accepts the above disclosures in respect of the Property, as well as any risks that it may place on the Purchaser.

**Clause 17.2**

In addition to accepting the above disclosures, the Purchaser purchases the Property as is without warranty or any further representation as to its condition, nature or extent and subject to such conditions and servitudes as are mentioned or referred to in the current title deeds or that have been imposed by law. The Seller shall not profit by any excess nor be answerable for any deficiency in the nature or extent of the Property.

**Clause 17.3**

If there is an error in the description of the Property that is common to the parties, such error shall not be binding on the parties, who shall in such event be entitled to rectification of this Agreement to describe the Property as set out in the Seller's title deed.

**Clause 17.4**

The Seller shall not be required to indicate to the Purchaser the position of the beacons and/or pegs on the land and/or the boundaries thereof, nor shall the Seller be liable for the costs of locating them.

**Clause 17.5**

It is agreed that the Seller is obliged only to provide to the Purchaser the keys that it has in its possession.

**Clause 20**

Nedbank will not provide either an electrical or entomologist certificate.

3 A binding Agreement of Sale will only come into effect upon the signing of the agreement by the duly authorised representative of Nedbank.

Signed at ..... on ..... / ..... / .....  
(place) (day) (month) (year)

.....  
[Full name(s) and surname]

.....  
(Purchaser's signature)