

OFFER TO PURCHASE

1. I, the Purchaser :

_____ (Full Names and Surname / Registered Name)

_____ (Full Names and Surnames of Authorised Signatory(ies))

Of Address: _____ and _____

_____ (Physical Address) _____ (Postal Address)

Identity Number / Registration Number: _____

Telephone (home) : _____

Telephone (work) : _____

Mobile : _____

E-mail address : _____

Marital status : Unmarried / Married in or Married out of community of property
(* **select correct option**)

_____ Full Names and Surname of Spouse, (if property must be registered in both names)

Identity Number of Spouse : _____

Telephone (home) : _____

Telephone (work) : _____

Mobile : _____

E-mail address : _____
(hereinafter referred to as "the Purchaser")

HEREBY OFFER TO PURCHASE FROM:

Marjo Property and Development Company (Pty) Ltd
Registration Number: **1999/016122/07**

Of: Herein represented by **YVETTE KRÜGER**, duly authorised thereto

Postal Address : _____

Tel Number : **082-854-3405**

E-mail address : **yvettek@mweb.co.za**
(hereinafter referred to as "the Seller")

THE FOLLOWING PROPERTY DESCRIBED AS:

Erf: _____
Erf Size: _____ m²
Township: _____
(hereinafter referred to as the "**Property**")

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

2. PURCHASE PRICE & PAYMENT:

2.1 The purchase price of the property is the amount of R_____ (_____ RAND) inclusive of VAT.

2.1.1 The Purchase Price is payable by the Purchaser as follows:

2.1.2 Deposit amount R_____ (minimum R 10,000.00) (_____ RAND).

2.1.3 Loan amount (if required): R_____ (_____ RAND).

2.1.4 Balance purchase price which shall be the amount equal to the Purchase Price, less the deposit, less the loan amount (if applicable).

2.2 The deposit shall be paid within 7 (seven) days from date of signature to the Conveyancer in trust and to be invested in an interest bearing account for the benefit of the Purchaser in terms of Section 86(4) of the Legal Practice Act, pending registration of Transfer of the Property into the name of the Purchaser. No monies shall be invested by the Conveyancers, unless the Purchaser furnish all relevant documents requested by the Conveyancer in terms of the Financial Intelligence Centre Act together with a completed and signed Authority to Invest, which authority is attached as Annexure "C".

2.3 Payment of the loan amount to the Seller on Transfer shall be secured by delivery of guarantees to the Conveyancer within 15 (fifteen) days from final approval as per clause 5 below.

2.4 Payment of the balance of the purchase price to the Seller on Transfer shall be secured by either payment thereof to, or delivery to the Conveyancers of a bank guarantee acceptable to the Seller within 15 (fifteen) days from date of signature of this Agreement, or date of fulfilment of the suspensive condition, whichever is the later.

3. ESTATE AGENT

The Estate Agency is: _____

The name of the Estate Agent (if applicable) is: _____

Telephone (work): _____

Mobile : _____

E-mail address : _____

Agent's Commission in the amount of 6% inclusive of VAT at 15% shall be payable by the Seller to the Estate Agency mentioned above upon registration of transfer of the property into the name of the Purchaser. In the event that the Purchaser was referred to the Estate Agency mentioned above by another estate agent, the referring estate agent shall be entitled to 50% of the abovementioned 6% commission.

4. TRANSFER AND COSTS

4.1 The PURCHASER shall, on demand by the Transferring Attorney, pay all expenses incidental to the registration of transfer of the property into the name of the Purchaser, including but not limited to transfer duty, costs related to the preparation of this agreement, or any other such costs.

4.2 The SELLER and PURCHASER undertake to sign all documents required in connection with the transfer immediately upon being requested to do so, and also to furnish any necessary documents / information requested by the Transferring Attorney as required by the Financial Intelligence Centre Act 38 of 2001 (FICA)

4.3 The following attorneys will attend to the transfer of the Property as instructed by the Seller:

GEYSER & FERREIRA INC ATTORNEYS

Address : 2 Strydom Street, Modimolle, 0510

Tel : (014) 717 - 5277

E-mail : info@gfattorneys.co.za

4.4 Transfer shall be effected as soon as all transfer documents have been signed and all costs paid, and the purchase price has been fully paid or guaranteed.

5. RATES AND TAXES

The PURCHASER shall be liable for payment of all rates and taxes relating to the property and due to the State, Municipality or any other authority from date of registration of transfer. On transfer, the PURCHASER will reimburse the SELLER for any advance payments made by the SELLER.

6. LOAN APPROVAL & SUSPENSIVE CONDITIONS *(*Delete if not applicable)*

- 6.1 This Agreement is subject to the suspensive condition that the Purchaser shall within 21 (twenty one) days of date of signature (or extended period as determined at the sole discretion of the Seller), obtain written confirmation of the grant of a loan for the total amount of not more than 60% of the purchase price from a bank on terms and conditions normally applicable to such loans. The Purchaser undertakes that on receipt of written confirmation of the loan, he shall forward a copy thereof to the Conveyancers.
- 6.2 Should the Purchaser decide at any time to waive the provisions of clause 6.1 and not to obtain a bond and pay the balance of the purchase price in cash, such waiver must be done in writing to the Conveyancer which notice is to reach the Conveyancer within the time period as stipulated in clause 6.1 above. In this event the balance of the Purchase price is to be paid in cash, alternatively a guarantee for the balance of the purchase price is to be delivered to the Conveyancer within the time period referred in clause 6.1 above.
- 6.3 In the event of the required loan not being granted within the period stated in clause 6.1, or any agreed extension thereof, this Agreement shall automatically lapse and be of no further force or effect. No reciprocal obligations shall follow, and any deposit paid by the Purchaser, together with all interest thereon shall be refunded to the Purchaser.
- 6.4 The suspensive condition aforesaid is stipulated for the benefit of the Purchaser and may be waived by him in writing prior to the expiration of the period stipulated for the fulfilment of the condition.
- 6.5 The Purchaser herewith consents thereto that the Seller, or his nominee, may send the contract (inclusive of the Purchaser's contact details) to the Seller's preferred bond originator, which originator shall contact the Purchaser in order to proceed with the bond application, if required.
- 6.6 It is further recorded that there may be existing agreement(s) to purchase the Property signed which will take precedence over this Agreement and that fulfilment of any/all suspensive conditions in any such other agreement(s), will effectively cancel this Agreement and will be considered a suspensive condition to the validity of this Agreement. If applicable this Agreement is further subject to the successful conclusion of previous transactions and/or agreements enabling the Seller to give transfer, failing which it will be regarded as a suspensive condition to the validity of this agreement. This clause shall be for the benefit of the Seller.
- 6.7 This Agreement is subject to the suspensive condition that the Purchaser shall pay a deposit as per 2.2.1 and 2.2. In the event that the deposit as per 2.2.1 is not paid within the period stated in clause 2.2, or any agreed extension thereof, this Agreement shall automatically lapse and be of no further force or effect. No reciprocal obligations shall follow, and any deposit paid by the Purchaser, together with all interest thereon shall be refunded to the Purchaser. This clause shall be for the benefit of the Seller.
- 6.8 This Agreement is subject to the suspensive condition that the Purchaser shall deliver guarantees as per 2.3 or pay the balance purchase price or deliver guarantees as per 2.3. In the event that the guarantees is not delivered as per 2.3 or the balance purchase price is not paid or the guarantees is not delivered as per 2.4, or any agreed extension period thereof, this Agreement shall automatically lapse and be of no further force or effect. No reciprocal obligations shall follow, and any deposit paid by the Purchaser, together with all interest thereon shall be refunded to the Purchaser. This clause shall be for the benefit of the Seller.

7. AGENT'S COMMISSION

- 7.1 It is hereby recorded that the Agent involved with this sale is the Agent engaged by the Seller referred to in clause 3. above and that the Seller shall be liable for the payment of agent's commission to the said Agent. No commission whatsoever shall be payable to any other agent.
- 7.2 The Purchaser declares and warrants that he has been introduced to the Property by only the Agent referred to in clause 3. above, and that no other agent is the cause of this Agreement.
- 7.3 Should the Purchaser fail to carry out his obligations in terms of this Agreement and this Agreement is cancelled as a consequence, the Agent shall have the right to recover commission from the Purchaser.
- 7.4 The commission shall be earned and payable to the Agent upon Transfer.

8. OCCUPATION AND POSSESSION

The PURCHASER shall be entitled to occupy and possess the property from and including date of registration of transfer or earlier as agreed upon in writing from which date all benefits and risks of ownership in respect of the property shall pass to the PURCHASER.

9. ACKNOWLEDGEMENTS

- 9.1 The PURCHASER acknowledges that he has acquainted himself with the conditions, borders, area and locality of the Property and that the beacons of the property have been pointed out to him.
- 9.2 The PROPERTY is sold, to the extent as it now lies, "voetstoots" and without any guarantees, whether expressed or implied except as are contained herein. It is sold subject to all servitudes and conditions which apply in the Title Deed and further subject to the conditions of establishment, the General Plan of the Township as approved, the conditions of the town planning scheme and the applicable guide plan.
- 9.3 The PURCHASER acknowledges that he is aware that a sewer pipeline runs through erven **2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001 and 3002** and that said sewer pipeline being 3 metres wide is situated approximately 16 meters from the north eastern boundary, and runs parallel to said north eastern boundary, of each affected erf and said sewer pipeline will be protected by way of servitude or title deed condition as a condition of sale.
- 9.4 The PURCHASER confirms that he fully inspected the property prior to signature of this document, having been given adequate opportunity to do so and that he is satisfied with the property in all respects.
- 9.5 The PURCHASER acknowledges that should the description or size of the property herein differ from that in the registered title deed, such deviation will not constitute a ground for cancellation of this sale. None of the parties will have a claim against the other in this case. The Parties undertake to sign and/or execute any document in order to rectify same. The description in the title deed will be regarded as correct.
- 9.6 The PURCHASER shall make no improvements or other alterations whatsoever to the property prior to the registration of the transfer without written permission from the SELLER.

10. RISK AND OWNERSHIP

- 10.1 With effect from the date of registration all the benefits and risks of ownership of the PROPERTY shall pass to the PURCHASER.
- 10.2 The PURCHASER shall, from date of registration be entitled to any income accruing to the PROPERTY and shall be liable for all rates and taxes and other charges, including levy payments, thereon.
- 10.3 Up until date of registration, the SELLER shall be liable and will continue to pay the rates and taxes, levies and all other costs related to the Property.

11. BREACH

- 11.1 In the event of:
- 11.1.1 the PURCHASER failing to make a timeous payment and persisting in such failure for a period of seven (7) days after receipt of a written notice from the SELLER calling upon him to make such payment; or
- 11.1.2 either one of the parties ("the defaulting party") committing a breach of any of the other terms of this agreement and failing to remedy such breach within a period of seven (7) days after receipt of a written notice from the other party ("the aggrieved party") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled, at his sole discretion and without prejudice to any of his other rights in law, to cancel this agreement forthwith and without further notice.
- 11.2 In the event of cancellation of this agreement the PURCHASER shall vacate the property without delay enabling the SELLER to obtain immediate repossession of the property.
- 11.3 In the event of cancellation of this agreement due to the SELLER'S breach of contract, the PURCHASER is entitled to be refunded with the amount of the deposit (if any), as well as interest thereon.

12. DOMICILIUM CITANDI ET EXECUTANDI

- 12.1 The parties choose their *domicilium citandi et executandi* at their respective addresses as set out in Clause 1 above, at which addresses all notices and legal process in relation to this agreement or any action arising therefrom may be effectively delivered and served.
- 12.2 Any notice given by one of the parties to the other which:
- 12.2.1 is delivered by hand to a person, apparently 16 years of age, at the addressee's *domicilium citandi et executandi* shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- 12.2.2 is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium citandi et executandi* shall be presumed, until the contrary is proved, to have been received by the addressee on the seventh day after the date of posting;
- 12.2.3 is telefaxed or e-mailed, will be deemed to have been received by such party on the date upon which the notice was relayed to the addressee by telefax or e-mail, provided such telefax or e-mail is sent during ordinary business hours.

12.3 Either party shall be entitled, on written notice to the other, to change their address as set out in Clause 1 above.

13. ELECTRICAL COMPLIANCE CERTIFICATE, GAS INSTALLATIONS CERTIFICATE AND ELECTRICAL FENCE CERTIFICATE (IF APPLICABLE)

13.1 The SELLER, as user of the electrical installations at the PROPERTY hereby sold, shall furnish a valid Certificate of Compliance, not older than 2 years from date hereof, in accordance with the provisions of the Electrical Installations Regulations as published in terms of the Occupational Health and Safety Act in respect of the installation on the Property. Should any defect in wiring be discovered during the above-mentioned examination, then it must be rectified by the SELLER before transfer of the property at the SELLER'S own expense. Should the SELLER fail to rectify any defect in wiring and / or deliver the said electrical certificate, then the PURCHASER shall be entitled to rectify the said defects and obtain the electrical certificate and deduct such costs from the purchase price. The SELLER authorizes the transfer attorney in such an instance to deduct such expenses from his proceeds on registration and reimburse the PURCHASER accordingly.

13.2 Should there be a gas installation on the property, the SELLER shall furnish a valid certificate of compliance in terms of the same Act. Should there be an Electrical Fence installation at the property, the SELLER shall furnish a valid certificate of Compliance for the fence as well. The electric fence system certificate is separate from an electrical compliance certificate and is therefore an additional requirement only if the property has an electric fence system.

14. GENERAL

14.1 This agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein shall be of no force or effect unless reduced to writing and signed by both parties.

14.2 No variation of the terms and conditions of this agreement or purported consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly admitted authorized representatives.

14.3 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

14.4 The parties hereto bind themselves and submit to the jurisdiction of the Magistrate's Court having jurisdiction in terms of the provisions of Sections 45 and 28 of the Magistrate's Court Act No. 32 of 1944, as amended, in respect of any dispute or difference or legal process arising out of, or in connection with, this Offer to Purchase, including action for payment of the purchase price or eviction of the Purchaser from the property, whether or not such action is within the present or future statutory jurisdiction of the said Court. In spite hereof, any party shall be entitled to institute action in the High Court having jurisdiction with regard to any dispute.

14.5 If the PURCHASER is acting as a trustee for a company or close corporation (legal entity) to be formed, then in the event of the said legal entity not being formed and ratifying and adopting this agreement within 60 days of the date of this agreement, then the signatory in his personal capacity shall be the PURCHASER hereunder and shall be bound by all the terms and conditions of this agreement. If a legal entity is formed and duly adopts and ratifies this agreement as aforesaid, then the signatory by virtue of his signature hereto binds himself as surety and co-principal debtor jointly and severally with the legal entity for the fulfillment of all the terms and conditions of this agreement.

15. SPECIAL CONDITIONS

16. IRREVOCABLE OFFER

Should the PURCHASER or its trustee or other representative sign this agreement before the SELLER, the PURCHASER hereby makes an offer to the SELLER to purchase the property at the given price and subject to the terms and conditions set out in the agreement and agrees that this offer is irrevocable and available for acceptance by the SELLER for a period of 5 days from date of signature hereof by the PURCHASER.

17. WARRANTIES

The parties acknowledge that no warranties or representations, other than those specifically recorded herein (if any), were made in connection with this agreement before same was concluded and that no such representations or warranties other than those imposed by law may be relied on by any of the parties.

18. FURTHER CONDITIONS

18.1 HOME OWNERS' ASSOCIATION

18.1.1 The PURCHASER confirms that on registration of the property into his name he shall automatically become a member of the KORO CREEK HOME OWNERS' ASSOCIATION NPC (referred to in this agreement as the HOA) and confirms that he shall obtain membership and become subject to the Memorandum of Incorporation and Rules of the HOA from time to time. Copies of these documents are available for inspection with the HOA. The PURCHASER confirms being aware of the provisions thereof. The PURCHASER shall remain a member of the HOA and bound to its provisions for as long as he remains the registered owner of the property.

18.1.2 Should the PURCHASER sell the property he will be obliged to inform the new PURCHASER of the HOA and the new purchaser's obligations in terms of its provisions.

18.1.3 As from date of this agreement the PURCHASER shall require the prior written consent of the HOA to sell the property which consent will not be unreasonably withheld.

18.1.4 Prior written consent from the HOA is required for any improvements or alterations thereto, to be erected on the property. Building plans for such improvements must be submitted and approved by the HOA before the commencement of any work. A copy of the HOA's architectural guidelines is available for inspection with the SELLER, the PURCHASER confirms being aware of the provisions thereof.

18.1.5 The property is sold subject to the following provisions, which provisions will be taken up in the Title Deed of the property:

18.1.5.1 The owner of the property or any sub-division thereof or any interest therein or any unit thereon as defined in the Sectional Titles Act, shall not be entitled to transfer it without the prior written consent of the HOA which consent shall not be unreasonably withheld;

18.1.5.2 The owner of the property or any sub-division thereof or of any interest therein or of any unit thereon as described in the Sectional Titles Act, shall automatically become and shall remain a member of the HOA and be subject to its Memorandum of Incorporation until he ceases to be an owner as aforesaid. Neither the erf nor any sub-division thereof nor any unit thereon shall be transferred to any subsequent purchaser who has not bound himself in writing and otherwise to the satisfaction of the HOA to become a member of the HOA.

18.1.6 As from date of transfer the PURCHASER shall be liable for payment to the HOA of a monthly levy as determined by the HOA from time to time, which levy shall be utilized entirely towards maintenance of the property belonging to the HOA, security matters, maintenance and for such other purposes as the constitution of the HOA may prescribe. Such levy shall not include rates and taxes in respect of the property for which the PURCHASER shall remain separately liable as provided for in clause 4 hereof. The Koro Creek HOA levy for the 2022/2023 financial year is R2 400.00 (Two Thousand Four Hundred Rand) per month excluding the CSOSA levy.

19. ALIENATION

19.1 The Purchaser undertakes to erect buildings on the property to the reasonable satisfaction of the HOA within 2 (Two) years of the date upon which the property had first been transferred to the first purchaser from the developer or such period as the HOA might determine from time to time.

19.2 It is specifically agreed between the parties that a moratorium of clause 18.1 is voted upon annually at the Annual General Meeting of the Koro Creek Home Owners' Association and noted as per the annual general meeting held on the 27th of November 2021.

20. RESOLUTIVE CONDITION

The PURCHASER is aware that there may be existing agreement(s) signed to purchase this property which may be subject to suspensive conditions which had not yet been fulfilled on date of signature of this agreement. If those suspensive conditions are fulfilled, then that other agreement will be perfected and take precedence over this Agreement with the effect that fulfilment of any/all suspensive conditions in any such other agreement(s), will be considered a resolutive condition in this Agreement, with the effect that this Agreement shall automatically lapse and be of no further force or effect. No reciprocal obligations shall follow, and any

deposit paid by the Purchaser, together with all interest thereon shall be refunded to the PURCHASER. This clause shall be for the benefit of the SELLER and may be waived by him.

21. FURTHER DEVELOPMENT

- 21.1 The PURCHASER acknowledges that he is aware thereof that the SELLER has the right to at its sole discretion to further develop the Koro Creek Estate, the timing and extent of which further development shall be at the sole discretion of the Seller.
- 21.2 The PURCHASER, however, acknowledges that the SELLER is not obliged to proceed with or complete any further phase in carrying out its obligations in terms of this agreement.

22. GOLF COURSE

The PURCHASER acknowledges that the HOA is the custodian of the golf course and that the golf course is administered and maintained by the golf club management. Should the PURCHASER wish to become a club member, he/she will apply to the golf club in accordance with their normal requirements.

SIGNED at _____ on the ____ day of _____ 2023

Witnesses:

1. _____

2. _____

For and on behalf of **the Seller**

SIGNED at _____ on the ____ day of _____ 2023

Witnesses:

1. _____

2. _____

Purchaser

SIGNED at _____ on the ____ day of _____ 2023

For and on behalf of **Estate Agent**